This instrument prepared by:
Ervin M. Entrekin, Attorney
26th Floor, First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 5348 PAGE 472

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GOODLETTSVILLE WAREHOUSE PROPERTIES	SAME	To be assigned
(NAME:)	(NAME:)	
3018 Ambrose Avenue		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tnnessee 37207		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seven Hundred Thirteen Thousand Three Hundred Thirty-Six and 00/100---------- *Dollars,*

of which One Hundred Sixty-Four Thousand Sixty-Seven and 28/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Five Hundred Forty-Nine Thousand Two Hundred Sixty Eight and 72/100---------- *Dollars,*

Goodlettsville Warehouse Properties, a Joint Venture *has executed*

its Promissory Note of even date herewith payable to the order of Grantor in seven (7) equal annual installments of principal in the amount of $78,466.96 each, together with interest on the unpaid principal balance remaining from time to time at the rate of 6% per annum

OCT 10 78	CONV	*	~~.00~~ 713 336.00	
OCT 10 78	MORT'G	*	.00 549,268.72	
OCT 10 78	S'TAX		B* 1,354.84	
OCT 10 78	S'TAX		B* 547.30	
OCT 10 78	PR'FEE		B* .50	
OCT 10 78	W'DEED		B* 8.00	* 2,410.64

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Northgate Industrial Park, a Joint Venture, composed of Parthenon, Inc. and Heritage Land Company, *have this day bargained and sold, and do hereby transfer and convey unto the said* Goodlettsville Warehouse Properties, a Joint Venture, its *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 2nd formerly the 10th Civil District of Davidson County, Tennessee, described according to a survey of Ragan, Smith & Associates, Inc., dated 8-14-78, described as follows:

Beginning at an iron pin at the common intersection of South Cartwright Street and Interstate 65; thence with the westerly margin of Interstate 65 South 21° 24' 44" East, 128.74 feet to a concrete monument; thence continuing with the same, South 21° 24' 28" East, 397.84 feet to a concrete monument; thence continuing with the same South 21° 19' 09" East, 66.77 feet to an iron pin, said point being the northeasterly part of the property conveyed to Alvin Grisham, Trustee of record in Book 4918, page 962; thence continuing with the common line of the same and partly along a fence line the following calls and distances: South 84° 29' 54" West, 240.02 feet to an iron pin; thence, South 9° 00' 21" West, 2003.51 feet to an iron pin; thence South 76° 58' 21" West, a distance of 377.12 feet to an iron pin in the northerly right of way of the Louisville Nashville Railroad; thence northerly and partly along an old fence line North 12° 30' 09" West 2086.68 feet to a point at the southeasterly corner of Northgate Industrial Park, Section 1, of record in Book 4955, page 102; thence with the southerly line of the same North 77° 28' 52" East, a total of 1222.55 feet to an iron pin in the easterly margin of South

NOTARY PUBLIC
STATE OF TENNESSEE
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES MAY 30 1979

STATE OF TENNESSEE, COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 713,336.00

Affiant

Subscribed and sworn to before me, this the 5th day of October, 19 78

My commission expires: 5-30-79 (Affix Seal)

Notary Public

Cartwright Street, passing through an existing concrete subdivision monument at 1157.84 feet; thence with the margin of the same along a curve to the left having a radius of 660 feet northerly a distance of 343.10 feet to the point of beginning, being 38.864 acres, more or less.

Being part of the property conveyed to Northgate Industrial Park, a joint venture composed of Parthenon, Inc. and Heritage Land Company be deed from Parthenon, Inc., acting by and through its duly authorized president, Roy Conway Flowers and Heritage Land Company, acting by and through its duly authorized president, Franklin G. Clark of record in Book 4835, page 685, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following: BOOK 5348 PAGE 473

Restrictions filed for record in Book 5069, page 633, said Register's Office.

Survey by Ragan, Smith & Associates, Inc., dated 8-14-78 shows the following:

A 10 foot permanent easement conveyed to Madison Suburban Utility District of record in Book 4377, page 97, along the northeasterly portion of the property running parallel with Interstate 65.

A 6 inch Natural Gas Main owned by Nashville Gas Co. running generally north and south through the westerly portion of said tract.

Chartered right of way of L & N Railroad Company along the westerly portion.

Easement of varying widths to Postal Telegraph Cable Co. of record in Deed Book 722, page 40, located 5 feet from the edge of the L & N right of way.

A 16.5 foot easement conveyed to American Telephone & Telegraph Company by deed of record in Book 1260 page 22, running generally northeast to southwest through the northerly portion of said tract, in Book 5176, page 646, a release and abandonment of said easement was granted.

unimproved ( )
This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Goodlettsville Warehouse Properties, a Joint Venture, its *(successors), heirs and assigns forever.* It does *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.,* except for 1978 taxes and as otherwise indicated herein.

It does *further covenant and bind* itself, its successors and assigns ~~heirs and representatives~~, *to warrant and forever defend the title to said real estate to said* Goodlettsville Warehouse Properties, a Joint Venture, its *(successors), heirs and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Goodlettsville Warehouse Properties, a Joint Venture *hereinafter referred to as trustors, hereby transfer and convey unto ....., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 5th *day of* October, *19* 78.

NORTHGAGE INDUSTRIAL PARK, A JOINT VENTURE

PARTHENON, INC.

BY: Roy Conway Flowers
ROY CONWAY FLOWERS, PRESIDENT

HERITAGE LAND COMPANY

BY: Franklin G. Clark
FRANKLIN G. CLARK, PRESIDENT

GOODLETTSVILLE WAREHOUSE PROPERTIES, A JOINT VENTURE

BY: John T. Dugger
JOHN T. DUGGER, A MEMBER OF THE MANAGEMENT COMMITTEE IN A REPRESENTATIVE CAPACITY ONLY AND NOT PERSONALLY

BY: Thomas K. Sanders
THOMAS K. SANDERS, A MEMBER OF THE MANAGEMENT COMMITTEE IN A REPRESENTATIVE CAPACITY ONLY AND NOT PERSONALLY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* JOHN T. DUGGER and THOMAS K. SANDERS, Members of the Management Committee of GOODLETTSVILLE WAREHOUSE PROPERTIES, a Joint Venture, in a representative capacity only and not personally, *the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 5th *day of* October, *19* 78.

Patty J. Welch
Notary Public

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires January 18, 1982

STATE OF.....
COUNTY OF.....

BOOK 5348 PAGE 475

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned*, a Notary Public of the State and County aforesaid, personally appeared* ROY CONWAY FLOWERS*, with whom I am personally acquainted, and who, upon oath, acknowledged* him*self to be* President *of the* PARTHENON, INC.*, the within named bargainor, a corporation, and that* he *as such* President*, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him*self as* President

Witness my hand and seal, at office in Nashville, Tennessee
this 5th *day of* October*, 19* 78

Patty J. Welch
Notary Public

Commission expires January 18, 1982

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared FRANKLIN G. CLARK, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of HERITAGE LAND COMPANY, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in Nashville, Tennessee, this 5th day of October, 1978.

Patty J. Welch
NOTARY PUBLIC

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

MY COMMISSION EXPIRES: January 18, 1982

INSTALLMENT DEED

FROM
NORTHGATE INDUSTRIAL PARK

TO
Goodlettsville Warehouse Properties

E 93313

IDENTIF. REFERENCE

OCT 10 1 25 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

Felix
George Allen