Installment Deed

Ervin M. Entrekin, Attorney
26th Floor, First American
Center, Nashville, Ten. 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
HARTMAN ENTERPRISE, INC. c/o Duo-Fast 3906 Paper Mill Road (STREET ADDRESS OR ROUTE NUMBER) Knoxville, Tennessee 37919 (CITY) (P. O. ZONE) (STATE)	SAME (NAME: (STREET ADDRESS) (CITY) (ZONE) (STATE)	107-0 2 BOOK 5356 PAGE 915

FOR AND IN CONSIDERATION of the sum of FORTY-FIVE THOUSAND AND NO/100---------- ----------($45,000.00)---------- *Dollars,*

of which TEN THOUSAND AND NO/100---------- ----------($10,000.00)---------- *Dollars, has been paid in cash,*

by Hartman Enterprise, Inc.
the receipt of which is hereby acknowledged, and for the remainder THIRTY-FIVE THOUSAND AND NO/100 ----------($35,000.00)---------- *Dollars,*

The said Hartman Enterprise, Inc. *has executed*
its Promissory Note of even date herewith payable to the order of Grantor payable on or before December 31, 1979, together with interest on the unpaid principal balance remaining from time to time at the rate of 9% per annum and providing for monthly payments of interest until paid in full, and

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, METROPOLITAN INDUSTRIAL PARK, INC., a Tennessee corporation

have this day bargained and sold, and do hereby transfer and convey unto the said HARTMAN ENTERPRISE, INC., its *(successors), heirs and assigns,*

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

Being a parcel of land in the Third Civil District of Davidson County, Tennessee, being Lot No. 19A as shown on Metropolitan Industrial Park, Phase II, Section Five, as of record in Book 5190, Page 175, Register's Office for Davidson County Tennessee, and being more particularly described as follows:

BEGINNING at a concrete monument in the easterly margin of Elm Hill Pike, being the southwest corner of Airways Park, Section One, as of record in Book 4715, page 134, Register's Office for Davidson County, Tennessee; thence, leaving said Elm Hill Pike with said subdivision South 62 degrees 38 minutes 54 seconds East, 99.68 feet to an iron pin; thence, South 29 degrees 12 minutes East, 164.49 feet to an iron pin; thence, South 32 degrees 22 minutes 01 seconds West, 132.00 feet to a point; thence, North 54 degrees 52 minutes 46 seconds West 248.55 feet to the easterly margin of Elm Hill Pike; thence, with said margin along a curve to the left having a radius of 994.93 feet, a distance of 190.0 feet to the point of beginning, containing 43,615 square feet or 1.00 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 45,000.00

Affiant

Subscribed and sworn to before me, this the 26th day of September 19 78

Notary Public

My commission expires: 10-18-81
(Affix Seal)

Being part of the property conveyed to Metropolitan Industrial Park, Inc. by deed from East Park, a joint venture, through its general partner and duly authorized representative, Robert J. Baltz of record in Book 5039, page 229, Register's Office for Davidson County, Tennessee.

The recorded plan shows an Owner's Certificate, a 50 foot setback line from Elm Hill Pike, a 10 foot public utility and drainage easement along the entire northerly line of said lot.

This conveyance is subject to restrictive covenants of record in Book 5356, page 914, Register's Office for Davidson County, Tennessee

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 Hartman Enterprise, Inc. its *(successors), heirs and assigns forever. It 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. Taxes for 1978 shall be paid by Seller.

Metropolitan Industrial Park, Inc. does *further covenant and bind* itself, its *heirs and representatives, to warrant and forever defend the title to said real estate to said* Hartman Enterprise, Inc. *(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 Hartman Enterprise, Inc. *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 18th day of Sept, 1978.

METROPOLITAN INDUSTRIAL PARK, INC.

BY: Robert C. H. Mathews, Jr.
Robert C. H. Mathews, Jr.,
President

HARTMAN ENTERPRISE, INC.

BY: J.E. Hartman

9-25-78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Arlene Thompson, *a Notary Public in and for said County and State,* J. E. Hartman, President of Hartman Enterprise, Inc., a Tennessee corporation,

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 Knoxville *Tennessee, this* 26th *day of* September, 1978.

Arlene Thompson *Notary Public*

Commission expires 10-18-81

ARLENE V. THOMPSON NOTARY PUBLIC KNOX COU

STATE OF.....

COUNTY OF.....

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)

OCT 27 78 CONV 45,000.00
OCT 27 78 MORT'G 35,000.00
OCT 27 78 S'TAX B* 117.00
OCT 27 78 S'TAX B* 33.00
OCT 27 78 RECD FEE B* 1.50
OCT 27 78 RECORDED B* 158.50

Before me, the undersigned ....., *a Notary Public of the State and County aforesaid, personally appeared* Robert C. H. Mathews, Jr. ....., *with whom I am personally acquainted and who, upon oath, acknowledged* him*self to be* President ....., *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* 13th *day of* September ....., *19* 78.

Polly J. Miller .....*Notary Public*

Commission expires January 18 19 82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be _____, of HARTMAN ENTERPRISE, INC., the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

WITNESS my hand and seal, at office in Nashville, Tennessee, this _____ day of September, 1978.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

INSTALLMENT DEED

FROM

TO

E 97093

IDENTIF. REFERENCE

Oct 27 4 02 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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