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

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Walter G. Knestrick	SAME	95-13
(NAME:)	(NAME:)	
2617 Grandview Avenue		3
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37211		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5358 PAGE 126

FOR AND IN CONSIDERATION of the sum of NINETY-ONE THOUSAND AND NO/100-------

----------($91,000.00)----------*Dollars,*

of which TWENTY THOUSAND AND NO/100----------

----------($20,000.00)----------*Dollars, has been paid in cash,*

by Walter G. Knestrick

the receipt of which is hereby acknowledged, and for the remainder SEVENTY-ONE THOUSAND AND NO/100

----------($71,000.00)----------*Dollars,*

The said Walter G. Knestrick

has executed

a Promissory Note of even date herewith payable to the order of Metropolitan Industrial Park, Inc. and payable one year from date, together with interest at the rate of 9% per annum,

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 WALTER G. KNESTRICK

his *(successors), heirs and assigns,*

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

Being Lot No. 43 on the proposed plan of Metropolitan Industrial Park, Section 35, of record in Book 5190, page 187, Register's Office for Davidson County, Tennessee and described according to a survey of Barge, Waggoner, Sumner & Cannon, dated January 24, 1975, as follows:

A parcel of land in the 1st Civil District, Nashville, Davidson County, Tennessee, bounded on the southwest by Mapleleaf Drive and located generally west of Elm Tree Drive, more particularly described as follows:

BEGINNING at a concrete monument in the northerly margin of Mapleleaf Drive 329 feet, more or less, from Elm Tree Drive; thence, along Mapleleaf Drive with a curve to the right having a central angle of 8° 55' 07", a radius of 630.00 feet, and a distance of 104.30 feet to a concrete monument; thence, North 42° 30' West, passing a concrete monument at 301.55 feet, a total distance of 332.70 feet to a point in the centerline of the L & N Railroad track; thence, leaving said Drive, with the centerline of said track and a curve to the right having a central angle of 3° 54' 57", a radius of 1,803.9 feet, a distance of 123.29 feet to a point; thence, North 62° 02' East, 231.48 feet to a point; thence, leaving the L & N Railroad, South 27° 58' East, 321.51 feet to a concrete monument; thence, South 38° 34' 53" West, 258.76 feet to a

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $91,000.00

Subscribed and sworn to before me, this the 30th day of October 19 78

Affiant

My commission expires: 12/1/81 (Affix Seal)

Notary Public

concrete monument, the point of beginning, containing 2.64 acres, more or less.

Being part of the property conveyed to Metropolitan Industrial Park, Inc., a Tennessee corporation by deed from Ervin M. Entrekin, Trustee of record in Book 5018, page 327, Register's Office for Davidson County, Tennessee.

The plan of record shows an owners certificate, a 30 foot setback line from Mapleleaf Drive, a 10 foot drainage easement along the southeasterly side line of said lot; an L & N Railroad and utilities easement of varying widths along the northwesterly side line, and a 20 foot sanitary sewer easement adjacent to the L & N Railroad and utility easement.

This conveyance is subject to restrictive covenants of record in Book 5358, page 125, 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 Walter G. Knestrick ..... his ..... *(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. 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* Walter G. Knestrick, his

(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 Walter G. Knestrick

hereinafter referred to as trustors, hereby transfer and convey unto Ervin M. Entrekin, *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 30th *day of* October, *19* 78.

METROPOLITAN INDUSTRIAL PARK, INC.

BY: Robert C. H. Mathews, Jr.

Robert C. H. Mathews, Jr.,
President

Walter G. Knestrick

Walter G. Knestrick

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* WALTER G. KNESTRICK

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

Witness my hand and official seal at Nashville, *Tennessee, this* 30th *day of* October, *19* 78

Patty J. Kelly
Notary Public

PATTY J. KELLY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires January 18, 1982

BOOK 5358 PAGE 129

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 }

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 *of the* METROPOLITAN INDUSTRIAL PARK, 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 31st *day of* October, 1978

Patty J Wilds *Notary Public*

Commission expires January 18, 1982

PATTY J. WILDS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

OCT 31 78	CONV	91,000.00			
OCT 31 78	MORT'G	71,000.00			
OCT 31 78	S'TAX		B*	236.60	
OCT 31 78	S'TAX		B*	69.00	
OCT 31 78	PR'FEE		B*	.50	
OCT 31 78	W'DEED		B*	8.00	* 314.10

INSTALLMENT DEED

FROM
METROPOLITAN INDUSTRIAL PARK, INC.

TO
WALTER G. KNESTRICK

E. 97633

IDENTIF. REFERENCE

Oct 31 3 26 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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