This instrument prepared by Ralph H. Berry, Esq., 701 First American National Bank Building, Nashville, Tennessee 37219.

Installment Deed

BOOK 5418 PAGE 413

4-9-79 601.50

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jerry B. Ross	Same	106-7 3
(NAME:) P O BOX 3310	(NAME:)	106-7 4
(STREET ADDRESS OR ROUTE NUMBER) Jackson, Tennessee 37301	(STREET ADDRESS)	106-7 7
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy-Five Thousand Dollars ($175,000.00)---------- *Dollars, of which* Thirty-Five Thousand Dollars ($35,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of One Hundred Forty Thousand ($140,000.00)---------- *Dollars,*

JERRY B. ROSS *has executed* an Installment Deed Note of even date in the amount of One Hundred Forty Thousand Dollars and no/100 ($140,000.00) to be paid in full in One Hundred Twenty (120) equal monthly installments commencing May 1, 1979, with interest thereon at the rate of ten (10%) percent per annum, said monthly installments to be in the amount of One Thousand, Eight Hundred Fifty Dollars and 17/100 ($1,850.17) Dollars per month,

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, FIRST AMERICAN NATIONAL BANK, as Trustee under the terms of the Will of Lou Lusky and as Trustee under the terms of the Will of Willie T. Lusky, as Successor Trustee, has *this day bargained and sold, and do hereby transfer and convey unto the said* JERRY B. ROSS, his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being all of Lots 12, 13, 21, 53 and part of Lots 11, 22, 23, and 52 of the W. B. Baird Subdivision of record in Book 332, page 120, R.O.D.C, described according to a survey of James L. Murphy, Jr., and Company, dated 8-27-64:

Beginning at a point in the southerly margin of Poplar Avenue, said point being the most northerly corner of lot 13; thence with the margin of Poplar Avenue S 61° 36' E 505.50 feet to a point, said point being the northeasterly corner of Lot 53; thence S 29°25' W 105.95 feet to a point in the margin of Interstate I-40; thence N 80° 50' W 175.72 feet to a point; thence S 85° 13' W 59.83 feet to a point; thence N 62° 43' W 164.62 feet to a point; thence S 26° 33' W 35.99 feet to a point; thence N 75° 07' W 169.27 feet to a point in the easterly margin of Arlington Avenue as widened; thence with margin of same N 27° 16' E 75.46 feet to a point; thence N 67° 10' E 64.10 feet to a point; thence N 29 ° 08' E 150 feet to the point of beginning.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 175,000.00

Subscribed and sworn to before me, this the 5th day of April 19 79

My commission expires: NOV. 1, 1980

(Affix Seal)

Notary Public

NOV. 1, 1980

Being the same property conveyed to First American National Bank of Nashville, Tennessee, under the terms of the Will of Lou Lusky, which was originally probated in the Office of the County Court Clerk of Sumner County, Tennessee, and under the terms of the Will of Willie T. Lusky, which was originally probated in the Office of the County Court Clerk of Davidson County, Tennessee as to a one-half undivided interest; and the other one-half undivided interest is in First American National Bank of Nashville, Tennessee, as Successor Trustee, pursuant to the terms and conditions of a deed from Elkin Garfinkle, Trustee, to Lou Lusky, Trustee, as of record in Book 1247, page 677, Register's Office for Davidson County.

Seller retains the right to proceed against the prior tenant of the demised premises for damage caused by it to the truck terminal building herein conveyed.

This is unimproved ( ) improved (X) property, known as 402-404 Arlington Avenue, Nashville, Tennessee 37210
(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 JERRY B. ROSS, his ..... *(successors), heirs and assigns forever.* We ..... *covenant that* we are ..... *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 as follows:

1. 1979 taxes, which have been prorated and assumed by Buyer;
2. Land in question adjoins a controlled access highway. Access to the land in question is limited by instruments of record in Book 3066, page 179, and Book 3032, page 403, said Register's Office;
3. Temporary easement located in the southwesterly portion of Lot 11.

We ..... *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* JERRY B. ROSS, 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 JERRY B. ROSS, ... *hereinafter referred to as trustors, hereby transfer and convey unto* HARRIS A. GILBERT ....., *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* April, *19*79

FIRST AMERICAN NATIONAL BANK, Nashville, Tennessee, Trustee and Successor Trustee

By: Robert A. Durham TRUST OFFICER

Jerry B. Ross

JERRY B. ROSS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Jerry B. Ross

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* 5th *day of* April, *19*79

Martha F. Richards NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires NOV. 1, 1980

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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 A. Turpen,
with whom I am personally acquainted, and who, upon oath, acknowledged him *self to be* Trust Officer *of the* First American National Bank of Nashville, Tennessee,
the within named bargainor, a corporation, and that he *as such* Trust Officer,
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* Trust Officer.

Witness my hand and seal, at office in Nashville,
this 5th *day of* April, *19* 79

Martha F. Richards *Notary Public*

Commission expires MY COMMISSION EXPIRES NOV. 1, 1980

NOTARY PUBLIC DAVIDSON COUNTY

INSTALLMENT DEED

FROM

TO

F-23009

IDENTIF. REFERENCE

APR 9 12 33 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5418 PAGE 417

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		175000.00-	CO	
		140000.00-	MO	
			455.00	CO TX
			138.00	MO TX
			.50	PRFEE
			8.00	WDEED
			CHECK	601.50-
			4612A04/09/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-23009

IDENTIFICATION REFERENCE

APR 9 12 33 PM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 676016