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BOOK 5463 PAGE 328

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
Granvill B. Hale, Jr.

TO
Hale Mfg. Co., Inc.

Richard M. Hilton & Associates, Inc.

For draftsman's use

T. Larry Edmondson mail
4301 Hillsboro Road, Suite 221
Nashville, Tennessee 37215

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hale Mfg. Co., Inc. (NAME)	same (NAME)	72-5-18
2001 Pittway Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

F 39380

IDENTIF. REFERENCE

JUL 11 12 52 PM '79

FELIX Z. ... SON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 235,000.00 [signature] Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF July 1979.

[signature] Notary Public

MY COMMISSION EXPIRES: 1-18-82

(AFFIX SEAL)

T. LARRY EDMONDSON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Two hundred thirty five thousand and no/100---------- DOLLARS of which $ 50,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees promises to pay to Grantor, as evidenced by an installment deed note of even date, the remaining principal balance of One hundred eighty-five thousand dollars, payable in forty equal quarterly payments, with interest at the rate of ten percent (10%) per annum, said quarterly principal payments shall be in the amount of $4,625.00 and shall begin on January 2, 1980, said interest shall be payable each quarter and the first interest payment shall begin on October 2, 1979.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a Lien is expressly retained on the land herein conveyed,

Granvill B. Hale Jr. and wife, Gloria P. Hale for the purpose of transferring any interest she might have, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Hale Mfg. Co., Inc. and Richard M. Hilton & Associates, Inc.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract 2 on the Plan of Hale's Industrial Subdivision as of record in Book 3106, page 118, Register's office for Davidson County, Tennessee, EXCLUDING that land described in deed of record in Book 4112, page 668, Register's office for Davidson County, Tennessee, and also EXCLUDING that land described in deed of record in Book 4440, page 339, Register's office for Davidson County, Tennessee.

A more complete description of the land herein conveyed is made in the property description attached hereto and marked as Exhibit #1.

unimproved ( )
is improved (X) property, known as 2001 Pittway Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantors herein do hereby transfer and convey unto Neill S. Brown Trustee, his successors and assigns, the real estate hereinabefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantors do hereby 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 at least the sum of $ 235,000.00 until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 2nd day of July 1979.

Gloria P. Hale — Richard M. Hilton & Assoc. Inc.
Granville B Hale Jr — by Richard M. Hilton
Hale Mfg Co Inc.
by Richard M. Hilton

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Thomas Larry Edmondson, a Notary Public in and for said County and State, the within named Granvill B. Hale, Jr. the 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 2nd day of July, 1979

Thomas Larry Edmondson, Notary Public.

Commission expires 1-18-82

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Thomas Larry Edmondson, a Notary Public of the State and County aforesaid, personally appeared Richard M. Hilton with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the Richard M Hilton + Associates 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 himself as President

Witness my hand and seal, at office in Nashville, this 10th day of July, 1979.

Thomas Larry Edmondson, Notary Public.

Commission expires 1-18-82

STATE OF Tennessee }
County of Robertson }

BOOK 463 PAGE 330

Personally appeared before me, Georgia M Stevens, a Notary Public in and for said County and State, the within named Gloria P. Hale

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

Witness my hand and official seal at Greenbrier, Tenn., this 2nd day of July, 1979.

Georgia M Stevens, Notary Public

Commission Expires Aug 31, 1982

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Thomas Larry Edmondson, a Notary Public of the State and County aforesaid, personally appeared Richard M. Hilton with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Hale Manufacturing Co., 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 himself as President.

Witness my hand and seal, at office in Nashville this 16th day of July, 1979

Thomas Larry Edmondson, Notary Public.

Commission expires 1-18-82

EXHIBIT #1

Land in Davidson County, Tennessee, being Tract 2 on the Plan of Hale's Industrial Subdivision as of record in Book 3106, page 118, Register's office for said County, described as follows:

Beginning at a point, said point being the intersection of the easterly margin of Pittway Drive and the southerly margin of North Hill Drive; thence with the southerly margin of North Hill Drive S 87 degrees 00' E. 175.0 feet to a point; thence leaving said margin s 3 degrees 00' W 681.71 feet to a point; thence S 89 degrees 10' W 175.31 feet to a point in the easterly margin of Pittway Drive; thence No 3 degrees 00' E5.0 feet to a point; thence continuing N 3 degrees 00' E 693.43 feet to the point of beginning.

INCLUDED in the above description but EXPRESSLY EXCLUDED therefrom is the following described property:

TRACT 1: Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Hale's Industrial Subdivison, Section 2, as of record in Book 4060, page 13, Register's office for said County, described as follows:

BEGINNING at the southeast intersection of North Hill Drive and Pittway Drive; thence southerly along the east right-of-way of Pittway Drive, 200 feet; thence south 87 degrees 00' east 175 feet, more or less; thence north 3 degrees 00' east 200 feet to the south right-of-way of North Hill Drive; thence with the same, north 87 degrees 00' west 175 feet, more or less, to the beginning.

Being the same property conveyed to William Milton Crump and wife, Mary Drake Crump, by deed from Granville B. Hale, Jr. and wife, Gloria P. Hale, of record in Book 4112, page 668, Register's office for Davidson County, Tennessee.

TRACT 2: Land in the 12th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point in Hale's Southeast corner; thence North 86 degrees, 23' west, 34.65 feet to a point; thence north 12 degrees 48' 29" east, 380.15 feet to a point; thence south 7 degrees 38' west, 375 feet with William Crump's west boundary line to the point of beginning containing 6,569 square feet, more or less.

Being the same property conveyed to the State of Tennessee of record in Book 4273, page 910, Register's office for Davidson County, Tennessee.

Being the same property conveyed to Granville B. Hale, Jr. by deed from Granville B. Hale, Jr. and wife, Gloria P. Hale, of record in Book 4440, page 339,Register's office for Davidson County, Tennessee.

CONT'D NEXT PAGE

CONT'D NEXT PAGE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

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
			235000.00- CO	
			185000.00- MO	
			611.00 CO TX	
			183.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 806.50-	
			5547A07/11/79 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 39380

IDENTIFICATION REFERENCE

JUL 11 12 52 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 696303