| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS: |
|---|---|---|
| Larry D. Tucker, ET UX (NAME) | SAME AS NEW OWNERS (NAME) | 119-10-2 |
| 509 - MORRIT ST. (STREET ADDRESS OR ROUTE NUMBER) | 509 - MORRIS ST. (STREET ADDRESS) | |
| NASHVILLE TENN. 37203 (CITY) (P. O. ZONE) (STATE) | NASHVILLE TENN. 37203 (CITY) (ZONE) (STATE) | |

INSTALLMENT DEED

BOOK 5511 PAGE 208

FOR AND IN CONSIDERATION OF the sum of $107,500.00----------

ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED and no/100---------- DOLLARS

of which $ 27,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint note of even date herewith payable to the Grantors herein, for the sum of $80,000.00, payable $8,000.00 annually, plus interest at 8-1/2% per annum.

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.

HORRELL REFRIGERATION, INC.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

LARRY D. TUCKER AND WIFE, JUDITH D. TUCKER

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

"EXHIBIT A" ATTACHED

This is improved ( ) unimproved ( ) property known as Foster Avenue Nashville, Tenn

(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 grantees herein do hereby transfer and convey unto Truman S. Wrenne Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ insurable value 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 therein, 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 5th day of Oct 19 79

HORRELL REFRIGERATION, INC.

BY: Thos. H. Horrell
THOMAS HENRY HORRELL, President

Larry D. Tucker
LARRY D. TUCKER

Judith D. Tucker
JUDITH D. TUCKER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 107,500.00

Larry D. Tucker
Affiant

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

My commission expires May 24, 1980 (Affix Seal)

Steve Horrell
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Steve Horrell, a Notary Public in and for said County and State, the within named LARRY D. TUCKER AND WIFE, JUDITH D. TUCKER the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tn. this 5th day of October 19 79

Commission Expires May 24, 1980

Steve Horrell
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Steve Horrell, a Notary Public of the State and County aforesaid, personally appeared THOMAS HENRY HORRELL, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the HORRELL REFRIGERATION, 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, Tn. this 5th day of October 19 79

Commission Expires May 24, 1980

Steve Horrell
Notary Public

This instrument was prepared by:

Briley & Wrenne, Attys 344 4th Avenue North Nashville, Tennessee 37219
Name Address

INSTALLMENT DEED
G-25583S-dmc

FROM
Horrell Refrigeration, Inc.
TO
Larry D. Tucker and wife, Judith D. Tucker

F 5 6 5 7 9

IDENTIF. REFERENCE

OCT 9 11 17 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005-HESSEY 8-1-75

EXHIBIT "A"

Land in Davidson County, Tennessee, being (Lot 2, Parcel 234 on property maps 119-9 & 119-10), a portion of land described by James L. Murphy, Jr. & Co., 3710 North Natchez Court, Nashville, Tennessee 37211, when said property was conveyed to Horrell Refrigeration, Inc., by Goodwill Industries of Middle Tennessee, Inc., as recorded in Book 4380, page 447, Register's Office for said County. Said land described by Ed F. Wheeler, 4764 Cascade Drive, Old Hickory, Tennessee 37138, more particularly described as follows:

Being a portion of Tract 1 as referred to in the deed description from Standard Realty and Mortgage Corp. to Goodwill Industries of Nashville as recorded in Book 3914, pages 528, 529, 530 and 531, Register's Office for said County.

Beginning at an iron pin approximately 844 feet east of Foster Avenue, and on the centerline of Old Whitsett Road, being the northwest corner of the herein described tract; thence according to a survey by George Anton dated February 5, 1975, as follows: along the centerline of Old Whitsett Road approximately north 85° 41' 39" east a distance of 211.83 feet to a point, said point further described as being the northwest of the B. J. Stanley property; thence leaving said centerline of Old Whitsett Road and running along the westerly property line of the said B. J. Stanley property south 52° 53' 03" east a distance of 135.06 feet to a point; thence continuing with said property line south 42° 38' 50" east a distance of 108.34 feet to a point, said point further described as being the northwest corner of the Nolensville Heights property; thence south 5° 14' 08" west a distance of 244.63 feet to a point, said point further described as lying on the westerly property line of the Nolensville Heights property, and being the northeast corner of Lot 1, parcel 233; thence north 84° 40' 46" west a distance of 411.77 feet to an iron pin; thence north 6° 04' 03" east a distance of 362.81 feet to the point of beginning, containing 3.25 acres, more or less.

Being part of the property conveyed to Horrell Refrigeration, Inc. by deed from Goodwill Industries of Middle Tennessee, Inc. of record in Book 4380, page 447, Register's Office for Davidson County, Tennessee.

**OFFICIAL RECEIPT**

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

BOOK 5511 PAGE 211

RECEIVED OF _____

FOR _____

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | 107500.00- CO | |
| | | | 80000.00- MO | |
| | | | 279.50 CO TX | |
| | | | 78.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 9.00 WDEED | |
| | | | CHECK 367.00= | |
| 7140A10/09/79 SAL | | | .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 5 6 5 / 9

IDENTIF. REFERENCE

Oct 9 11 17 AM '79

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

No. 717284