BOOK 5532 PAGE 979

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

6775

FROM

MARIO FERRARI et ux

TO

SANBORN PRODUCTION, INC.

For draftsman's use

This instrument was prepared by:

Stinnett & Wilkinson, Attorneys
108 South Main Street
Ashland City, Tennessee 37015

11/20 9.00 CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Sanborn Productions, Inc. (NAME)	Same (NAME)	Map 64
RT. 3 Bull Run Shoals (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 600
Ashland City, Tn 37015 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

F641-75

IDENTIF. REFERENCE

Nov 20 9 55 AM '79

FELIX Z. ROBINSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ CHEATHAM

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

$ 244,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF November, 19 79

Notary Public

MY COMMISSION EXPIRES: 10-19-82

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of--Two Hundred forty-four Thousand, Five Hundred and No/100--------($244,500.00)---------- DOLLARS

of which $ 54,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed its promissory lien note of even date herewith, payable to the order of MARIO FERRARI, in the original principal sum of $190,000.00, in 119 monthly installments of $1,460.95 each, beginning December 15, 1979, with a like payment on the 15th day of each consecutive month thereafter, until December 15, 1989, when the entire remaining balance shall be due and payable; said payments shall be applied first to the payment of interest at the rate of 8-1/2%, with the remainder of said monthly payments applied to principal,

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,

we, Mario Ferrari and wife, Glenda Earl Ferrari

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

Sanborn Productions, Inc.,

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

Tract No. 1:

Land in Cheatham County, Tennessee, BEGINNING at an iron pin in the southerly margin of the Railroad right-ofpway, at the northeast corner of the Guy M. Owen property; thence along his line and along a fence, S 9° 57' 10" W 960 feet to an iron pin in the northerly boundary of the U.S.A. Tract No. G-706-2, of the Cheatham Lock and Dam project; thence with the same N 84° 32' 50" W 1180.57 feet to an iron pin; thence along said Dam property and along a fence, N 5° 24' 16" E 396.79 feet to a point; thence S 75° 05' 44" E 850 feet to an iron pin; thence S 38° 54' 16" E 150 feet to an iron pin; thence N 51° 05' 44" W 210 feet to an iron pin; thence N 32° 54' 16" E 577.70 feet to an iron pin in the southerly right-of-way of the railroad; thence with the same, S 72° 07' 38" E 249.81 feet to the point of beginning, containing 13.43 acres, more or less.

Tract No. 2: BEGINNING at an iron pin in the southerly boundary of the railroad right-of-way, at the corner of the property conveyed to U.S.A. for Cheatham Lock and Dam Project, being Tract No. G-706-1; thence with said Dam property, S 54° 54' 16" W 355 feet to an iron pin; thence N 50° 05' 44" W 440 feet to an iron pin; thence N 80° 14' 27" W 184.04 feet to a 12-inch hackberry; thence N 13° 04' 59" E 164.90 feet to an iron pin in the southerly boundary of the railroad right-of-way; thence with the same, S 72° 07' 38" E 477.50 feet to an iron pin; thence S 17° 59' 57" W 20 feet to an iron pin; thence S 70° 07' 38" E 340.19 feet to the point of beginning, containing 3.36 acres, more or less. / Land in the 13th Civil District of Davidson County, Tennessee,

Tract No. 3: BEGINNING in the center of the Old Hydes' Ferry Pike, the northwest corner

(continued on attached sheet)

This is improved ( ) unimproved ( ) property, known as (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 James W. Strinnett, Jr. 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 insb. 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:

Cheatham

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

Cheatham

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 15th day of Nov. 19 79

Mario Ferrari

Glenda Ferrari

SANBORN PRODUCTIONS INC.

Carl Frost

President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mario Ferrari and wife, Glenda Ferrari 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 Ashland City, Tennessee, this 15th day of November, 19 79.

Janet M. Coulter
Notary Public

Commission expires 10-19-82

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } CHEATHAM

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Carl Frost, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Sanborn Productions, 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 Ashland City, Tennessee, this 15th day of November, 19 79.

Janet M. Coulter
Notary Public

Commission expires 10-19-82

Continuation Sheet - Installment Deed, Ferrari to Sanborn Productions, Inc.

Tract No. 3 - continued

of said tract in Talley's east line; thence with the center of said Pike, S 65-1/2° E 27 poles to Oglesby's northwest corner; thence with his west line, S 8-1/2° W 57 poles to low water mark on Cumberland River; thence down said River, S 85-1/4° W 27 poles to said Talley's southeast corner, a sycamore; thence with said Talley's line, N 8-1/2° E 71.6 poles to the beginning, containing approximately 10-1/2 acres, more or less.

Included in the above description, but EXCLUDED from this conveyance, is the right-of-way of the Tennessee Central Railroad.

Tracts Nos. 1 and 2 are the same property conveyed to Mario Ferrari as Tracts Nos. 2 and 3 on a deed from Duane S. Pafford, et al., of record in Book 149, page 121, Register's Office for Cheatham County, Tennessee. Tract No. 3 of this conveyance is the same property conveyed to Mario Ferrari and wife, Glenda Ferrari, by deed from M. Bryan Stanley, of record in Book 4641, page 18, Register's Office for Davidson County, Tennessee.

This conveyance is subject to an easement for the flow of Bull Run Creek, an easement conveyed to U.S.A. by Rufus W. Pafford and wife, of record in Book 2139, page 465, Register's Office for Davidson County, Tennessee, being Tracts Nos. G-706-1 and G-706-2 in connection with the Cheatham Lock and Dam Project on the Cumberland River, and subject to an unrecorded agreement for the right-of-way for ingress and egress between Tennessee Central Railroad, and Rufus W. Pafford et al.

This conveyance is also subject to a flowage easement in connection with operations of Cheatham Lock and Dam Project as more particularly described in the cause of United States of America vs. Morgan White, et al., Civil Action No. 1703, U.S. District Court for the Middle District of Tennessee, a certified copy of which is of record in Book 2156, page 507, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
CHEATHAM COUNTY: }

Office of the Register: 11-16, 1979

I, BETTY J. ROSS, Cheatham County Register do certify that the foregoing instrument and certificate were received in my office at 2:00 o'clock P. M., on 11-16, 1979; entered in Note Book I, Page 188, and recorded in Book No. 205, Page 508. The following amounts were paid under Receipt No. 452,

STATE TAX: DEEDS: $ 635.70
STATE TAX: MTGS.: $ 188.00
PROBATE FEE : $ 1.00
RECORDING FEE : $ 9.00
TOTAL : $ 833.70

Betty J Ross Register