INSTALLMENT DEED

For and in Consideration of the sum of $1,060,000.00

One Million and Sixty Thousand and - - - - - - - -00/100 ($1,060,000.00) Dollars,

of which One Hundred Sixty Thousand & 00/100 ($160,000.00) Dollars,

has been paid in cash by F W & L Company, a Tennessee Corporation

the receipt of which is hereby acknowledged, and for the remainder of $900,000.00

Nine Hundred Thousand and - - - - - - - - -00/100 ($900,000.00) Dollars,

the said F W & L Company ha S

executed an Installment Deed Note of even date herewith in the principal sum of Nine Hundred Thousand and 00/100 ($900,000.00) Dollars payable to J. J. Crane, W. C. McCord, Neil Edge and David Leo Crane in three hundred (300) monthly installments as follows: On the 15th day of January, 1980 the sum of Eight Thousand Eight Hundred Twenty One and 04/100 ($8,821.04) Dollars and thereafter a like amount on the 15th day of each succeeding month, the last installment, for the sum of Eight Thousand Seven Hundred Eighty Five and 73/100 ($8,785.73) Dollars, being due on the 15th day of December, 2004. The monthly installments include interest at the rate of Eleven (11%) percent per annum.

The Installment Deed note contains a provision which prohibits the pre-payment of any pricipal for a period of five (5) years.

all of said notes bearing ~~six~~ eleven per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, J. J. Crane, W. C. McCord, Neil Edge and David Leo Crane

have this day bargained and sold, and do hereby transfer and convey unto the said F W & L Company it's successors ~~heirs~~ and assigns,

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

Land in Davidson County, Tennessee, being part of Lot No. 3 on the Plan of the Martin Land, as of record in Minute Book "W", page 90, County Court for said County, and also a tract marked H. H. Richardson on the Plan of Richardson Subdivision, Block "A", of record in Book 2133, page 2, Register's Office for said County, described as follows:

BEGINNING at a point in the north margin of West Kirkland Ave. formerly Richardson Avenue at the southwest corner of the tract sold to C. E. Feldkircher of record in Book 1682, page 623, Register's Office for Davidson County, Tennessee; thence with the west line of Feldkirchers' land, North 9° 15' West 669 feet to a point at the northwest corner of the Feldkircher's land, and to railroad fence line of the L & N R. R.; thence with said line, North 86° 00' West 475.5 feet to another fence line of said railroad; thence with a curve to the right having a radius of 2010.1 feet, southwestwardly 231.0 feet to a point at the northwest corner of the property conveyed to D. L. Jensen, of record in Book 1679, page 572, Register's Office for Davidson County, Tennessee; thence with Jensen's north line, South 79° 50' East 126.7 feet to a point in the west line of the property conveyed to W. E. Donlon of record in Book 1681, page 454, Register's Office for Davidson County, Tennessee; thence with said line North 4° 00' East 6.8 feet to the northwest corner of the Donlon property; with Donlon's north line, South 86° 00' East 100.0 feet to a point, Donlon's northeast corner; thence with Donlon's east line, South 4° 00' West 425.0 feet to a point in the north margin of West Kirkland Avenue, formerly Richardson Ave. thence with the margin of same, eastwardly 480.0 feet to the point of beginning.

BEING the same property conveyed to J. F. Crane, J. J. Crane, W. C. McCord and Neil Edge, by deed from H. H. Richardson and wife, Eva Richardson, of record in Book 4507, page 394, Register's Office for Davidson County, Tenn. The said J. F. Crane having since conveyed said property to David Leo Crane by deed of record in Book 4968, page 57, Register's Office for Davidson County, Tennessee.

This is ~~unimproved~~ ( ) improved ( ) property, known as 1011 W. Kirkland Nashville, Tennessee 37216
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said F W & L Company, it's successors and assigns

~~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 our heirs and representatives, to warrant and forever defend the title to said real estate to said F W & L Company

it's 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 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 it in hand paid, _____, the said F W & L Company

_____

do hereby transfer and convey unto John T. Blankenship, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

_____, the said F W & L Company

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 $900,000.00 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 interst may appear. F W & L Company 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 F W & L Company fails 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 _____, the said F W & L Company 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 F W & L Company 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; If F W & L Company 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 trust conveyance. F W & L Company 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. _____ 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 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 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 F W & L Company 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 John T. Blankenship, Trustee, shall be vested in said successor.

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 Neil R. Edge, J. J. Crane, W. C. McCord and David Leo Crane F W & L Company, by R. C. Lutz, President and M. L. Wakefield, ~~Secretary~~ and Secretary hereunto set our hands at Nashville, Tennessee, this the 17th day of December 1979

F W & L Company by:

R. C. Lutz President

M. L. Wakefield Secretary Treasurer

Neil R. Edge

J. J. Crane

W. C. McCord

David Leo Crane

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named J. J. Crane, W. C. McCord, Neil Edge and David Leo Crane

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 Tennessee, this 17th day of December, 1979

Paul G. Blankenship, Notary Public

Commission Expires August 6, 1980

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

...5543 PAGE 840

Before me, Paul G. Blankenship, a Notary Public of the State and County aforesaid, personally appeared R. C. Lutz and M. L. Wakefield, with whom I personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary=Treasurer, respectively of F W & L Company, the within named bargainor, a corporation, and that they as such President and Secretary-Treasurer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Secretary-Treasurer

Witness my hand and seal, at office, in Nashville, Tennessee, this 17th day of December, 1979

Paul G. Blankenship, Notary Public

Commission expires August 6, 1980

(over for additional acknowledgements)

IDENTIF. REFERENCE

Dec 17 2 57 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F68461

INSTALLMENT DEED

FROM

TO

Attorneys' Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL-NUMBERS
F W & L Company	F W & L Company	Map 72-2
(NAME) P. O. Box 4570	(NAME) P. O. Box 4570	Parcel 53
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37216	(STREET ADDRESS) Nashville, Tennessee 37216	15DA 6960
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $1,060,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF December, 1979

Notary Public

MY COMMISSION EXPIRES: August 6, 1980

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF ~~3755 PAGE 841~~

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
12-17-79	CO	1,060,000.00		
			900000.00- MO	
			2756.00 CO TX	
			896.00 MO TX	
			.50 PRFEE	
			12.00 NOFEE	
			CHECK 3699.50-	
2351A12/17/79 BAL			.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F68461

IDENTIFICATION REFERENCE

DEC 17 2 57 PM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 732032