Prepared By:
File Bass, Berry and Sims (EWB)
2700 First American Center
Nashville, Tennessee 37238

Installment Deed

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Davidson Equipment, Inc.	Same BOOK 5748 PAGE 397	
(NAME:)	(NAME:)	
P. O. Box 40586		105-10
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37204		72
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of...FOUR HUNDRED FIFTY THOUSAND AND NO/100 ($450,000.00)---------- *Dollars,*
of which No and No/100 ($0.00) ..... *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED FIFTY THOUSAND AND NO/100 ($450,000.00)---------- *Dollars,*
Davidson Equipment, Inc. *has executed*

its installment deed note of even date to Ralph Rogers and Company, Inc. at interest rates as specified in said note and in installments as specified in said note,

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, Ralph Rogers and Company, Inc. *("Grantor") has* ~~does~~ *this day bargained and sold, and* ~~do~~ *hereby transfer and convey unto the said.* Davidson Equipment, Inc. *("Grantee") the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. I:

Being a part of Lot No. 44 on the Plan of Waverly Land Co. Plan of Lots, as of record in Book 57, page 94, Register's Office, described according to a survey of Barge, Waggoner, Sumner & Cannon, Engineers, dated August 25, 1972, as revised October 3, 1972, as follows:

BEGINNING at an iron pin in the southeasterly intersection of Southgate Avenue and the Argyle-Hamilton Connector; thence with the southerly margin of Southgate Avenue, South 82° 28' East, 34.3 feet to an iron pin; thence leaving the margin of Southgate Avenue, South 7° 21' West, 207.5 feet to an iron pin in the easterly margin of Argyle-Hamilton Connector; thence with the easterly margin of said Connector, North 2° 02' West, 210.4 feet to the point of beginning.

Being the same property conveyed to Ralph Rogers & Company, Inc., by deed from The Metropolitan Development and Housing Agency, as of record in Book 4701, page 320, Register's Office, Davidson County, Tennessee.

TRACT NO. II:

Being Lot No. 45 on Waverly Land Company's Plan of Lots, as of record in Book 57, page 94, Register's Office for said County.

Said Lot No. 45 fronts 100 feet on the northerly side of Argyle Avenue and runs back between parallel lines 265 feet to an alley.

INCLUDED but expressly excluded herefrom is that portion of the premises conveyed to Metropolitan Development and Housing Agency, by deed from Ralph Rogers & Company, Inc., of record in Book 4699, page 689, Register's Office, as follows:

Being a part of Lot No. 45 on the Plan showing the subdivision of Lots in Horton and Waverly Plan, of record in Book 57, page 94, Register's Office for said County.

Said part of said Lot begins at a point, said point being the southwest corner of said Lot No. 45; thence along the west margin of said lot, North 7° 21' East 57.55 feet to an iron pin; thence in a southeast direction leaving the west margin of said lot, South 2° 02' East 58.36 feet to a point, said point being in the north margin of Argyle Avenue; thence along the north margin of Argyle Avenue, North 82° 29' West 9.51 feet to the point

of beginning, containing 274 square feet, more or less.

Being part of the property conveyed to Ralph Rogers and Company, Inc., by deed from J. W. Rutledge and wife, Goldie M. Rutledge, as of record in Book 1638, page 599, Register's Office, Davidson County, Tennessee.

TRACT NO. III:

Being Lots Nos. 46, 47 and 48 on the Waverly Land Company's Plan of Lots, east of Eighth Avenue South, as of record in Book No. 57, pages 94 and 95, Register's Office of Davidson County, Tennessee.

Said Lots Nos. 46 and 47 front 100 feet each on the northerly side of Argyle Avenu and run back between parallel lines 265 feet to an alley and measure 100 feet each on said alley. Said Lot No. 48 fronts 124 feet on the northerly side of Argyle Avenue and runs back 265 feet on the westerly line and 277 feet more or less on the easterly line, which is the west line of the Nashville & Decatur Railroad right-of-way to an alley, and measures 48 feet 2 inches on said alley.

Being the same property conveyed to Ralph Rogers & Company, Inc., by deed from Ralph Rogers Company, a partnership, of record in Book 1538, page 17, Register's Office, Davidson County, Tennessee.

TRACT NO. IV:

SEE EXHIBIT A ATTACHED

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 450,000.00

Subscribed and sworn to before me, this the 12 day of May 19 81

Affiant

My commission expires: 7-18-82

(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 720 Argyle Avenue (House Number) (Street) Nashville, TN (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 Grantees their (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 shown on Exhibit "A".

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto W. Lee Corbett, *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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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. at the highest rate allowed by law

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 26 day of May, 19 81.

RALPH ROGERS & COMPANY, INC.

By: Ray Rogers

its: Ex. Vice President

DAVIDSON EQUIPMENT, INC.

By: Michael J Giorgiardi

its: Chairman

G.4.3.3.3.5

IDENTIF. REFERENCE

MAY 27 9 39 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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..... Tennessee, this.....day of....., 19.....

..... Notary Public

Commission expires.....

STATE OF .....

COUNTY OF .....

BOOK 5749 PAGE 400

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* Ben R Rechter, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Executive Vice President *of the* Ralph Rogers and Company, Inc., *the within named bargainor, a corporation, and that* he *as such* Executive Vice 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* Executive Vice President.

Witness my hand and seal, at office in Nashville, Tennessee,
this 26 *day of* May, *19* 81

.....*Notary Public*

Commission expires 7-18-82

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael O Dicuccio, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Chairman of Davidson Equipment, Inc., the within-named bargainor, a corporation, and that he as such Chairman, 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 Chairman.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 26 day of May, 1981.

.....
Notary Public

My Commission Expires:

7-18-82

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

INSTALLMENT DEED

FROM

RALPH ROGERS AND COMPANY, INC.

TO

DAVIDSON EQUIPMENT, INC.

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

EXHIBIT A

Being that property, previously part of Argyle Avenue, title to which vested in Ralph Rogers&Company, Inc. by virtue of the closing of Argyle Avenue by Metropolitan Government Ordinance No. 74-954, and being bounded on the north by Lots 45, 46, 47 and 48 on the said Waverly Land Company's Plan of Lots of record in Book 57, pages 94 and 95 said Register's Office, on the west by the Argyle-Hamilton Connector, on the south by the property of W. R. Davidson, Jr., et al., including that property previously part of Argyle Avenue, which vested in W. R. Davidson, Jr., et al. by virtue of the closing of Argyle Avenue, and on the east by the right-of-way of the Louisville & Nashville Railroad (previously the Nashville & Decatur Railroad).

There is included in this conveyance all easements, rights-of-way, strips and gores of land, streets, ways, alleys, and all estates, rights, titles, interests, hereditaments and appurtenances, reversions and remainders whatsoever in any way belonging, relating or appertaining to the aforesaid property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor.

Said property is unencumbered, except as follows:

1. 1981 taxes, a lien, but not yet due and payable, which taxes have been prorated and assumed by the Grantee.
2. Restrictions filed for record in Book 4220, page 723, and in Book 4701, page 320, Register's Office (Affects Tract No. 1 only).
3. A spur tract of the Nashville and Decatur Railroad crosses the southeast corner of Lot No. 48.
4. Sewer easement conveyed to City of Nashville, by Ralph Rogers & Company, Inc., of record in Book 2293, page 635, Register's Office.
5. Easements and other rights retained by Metropolitan Government of Nashville and Davidson County, Tennessee, in and to that portion of Argyle Avenue, now closed, as set out in Metro Ordinance No. 74-954.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5749 PAGE 402

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
			450000.00-	CO
			450000.00-	MO
			1170.00	CO TX
			448.00	MO TX
			.50	PRFEE
			15.00	MDEED
			CHECK	1933.50-
			767BA05/27/81	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G. 4. 3 3 3 5

IDENTIF. REFERENCE

MAY 27 9 39 AM '81

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

No. 823893