ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
S & L Amusement Co., Inc. (NAME)	Same (NAME)	6DA-58441
725 Murfreesboro Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	146-4-1.3
Nashville, TN 37217 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

BOOK 5856 PAGE 634

FOR AND IN CONSIDERATION OF the sum of Nine Hundred Thousand and 00/100 (900,000.00)---
DOLLARS

of which $ 200,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed its note of even date herewith payable to the order of Grantors in 180 monthly installments of $7,956.20 each, including principal and interest at the rate of 11 per cent per annum; first of said monthly payments shall be due on March 1, 1982, and on the like day of each succeeding 179 months until paid in full;

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, LAMBERT L. HAILEY and wife, BETTY LOUISE HAILEY,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto S & L AMUSEMENT CO., INC., a Tennessee corporation,

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

See Addendum "A" attached hereto for description. . .

PUSH

IDENTIF. REFERENCE

MAR 1 3 36 PM '82

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

G 8 1 5 0 5

This is improved X
unimproved ( ) property known as 4501 Trousdale Drive, Nashville, TN 37204
(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, except as set out in Addendum "A" hereto.

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 ~~O. B. Hofstetter, 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 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 February 19 82

S & L AMUSEMENT CO., INC.

By Clara W. Smith
President

Lambert L. Hailey

Betty Louise Hailey

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 900,000.00

Affiant

Subscribed and sworn to before me, this the 5th day of February 19 82

My commission expires 10-20-85 (Affix Seal)

Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, Lambert L. Hailey and wife, Betty Louise Hailey, the bargainor, 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 February, 19 82

Commission Expires 10-20-85 Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Clara W. Smith, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the S & L Amsuement 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, TN, this 5th day of February, 19 82.

Commission Expires 10-20-85

Notary Public

This instrument was prepared by:
HOFSTETTER & HOFSTETTER, Attorneys — Suite 500, Metropolitan Federal Tower, Nashville, TN 37219

Name — Address

INSTALLMENT DEED

FROM
LAMBERT L. HAILEY, ET UX

TO
S & L AMUSEMENT CO., INC.

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

ADDENDUM "A"

TRACT NO. I:

Land in Davidson County, Tennessee, City of Nashville, described as follows: BEGINNING at the intersection of the northerly line of Harding Place (formerly Sidco Drive) as said line of Drive is described in a deed from the Grantor to Davidson County, dated July 8, 1961, and the easterly boundary of Parcel #19 in a deed of January 19, 1959, from Houston McCord Realty Company to Louisville and Nashville Railroad Company, recorded in Book 2883, Page 173, of the Register's Office of said County; thence North 40° 15' East along said last mentioned boundary six hundred twelve and sixty two hundredths (612.62) feet to a point in the westerly line of Trousdale Drive; thence curving to the left with a curved line having a radius of 741.24 feet from a tangent bearing South 18° 10' West, following the said line of Trousdale Drive, one hundred eighty one and fifty-five hundredths (181.55) feet to a point; thence continuing with said line of Drive, South 3° 59' West, one hundred nineteen and fifty-three hundredths (119.53) feet to a point; thence, still following said line of Trousdale Drive, and the northerly line of Harding Place, curving to the right with a curved line having a radius of 219.84 feet from a tangent bearing South 3° 59' West, a distance of four hundred and sixty-four hundredths (400.64) feet to a point; thence, curving to the right with the said line of Trousdale Drive, and with the said north line of Harding Place (formerly Sidco Drive), along a curved line having a radius of 1117.3 feet from a tangent bearing North 71° 36' West, a distance of thirty and fifty-five hundredths (30.55) feet to a point; thence, with the said north line of Harding Place, North 70° 02' West, thirty-seven and forty-five hundredths (37.45) feet to the point of beginning, containing one and seventy-four hundredths (1.74) acres, more or less.

TRACT NO. II:

Land in Davidson County, Tennessee, City of Nashville, described as follows: BEGINNING at the southwest corner of a 1.74 acre, more or less, tract of land conveyed to the Grantee herein by Houston-McCord Realty Company, by deed dated December 31, 1961; thence North 40° 15' EAst along the northwest line of said above mentioned conveyance a distance of six hundred twelve and sixty-two hundredths (612.62) feet to a point in the west line of Trousdale Drive; thence in a northerly direction along the west line of Trousdale Drive, to a point; thence South 40° 15' West along a line forty (40) feet northwestwardly at right angles from and parallel to the first described course herein a distance of six hundred and sixty (660) feet, more or less, to a point in the north line of Harding Place (formerly Sidco Drive); thence South 70° 02' East a distance of forty-two and sixty-four hundredths (42.64) feet to the point of beginning, containing fifty-eight hundredths (0.58) acre, more or less.

Being part of the property conveyed to Lambert L. Hailey by two deeds, one from Louisville and Nashville Railroad Company, as of record in Book 3399, Page 489, and by deed from Houston-McCord REalty Company, as of record in Book 3316, Page 223, said Register's Office.

Included in the above described property, but specifically excluded herefrom is the following described tract of land:

Land in Davidson County, Tennessee, being a part of Lot No. 3 on the Map of the Land of Overton Estaates, as of record in Plat Book 421, Page 159, Register's Office for said County, in the 6th Civil District of said County, described according to a copy of a survey thereof made by J. L. Murphy, Surveyor, August 8, 1962, as follows:

BEGINNING at a point on the westerly margin of Trousdale Lane, being the southeast corner of this tract and further described 362.08 feet north of the intersection of the northerly margin of Harding Place (formerly Sidco Drive) and said westerly margin of Trousdale Lane; thence North 49° 45' West 152.52 feet to a point, the southwest corner of this tract common to the easterly property line owned by the L. & N. Railroad; thence with said line, North 40! 15" east 224.80 feet to a point lying in the westerly margin of Old Trousdale Lane; thence with said margin, South 9° 41' East 52.27 feet to the intersection of the Old and new margins of said Trousdale Lane; thence southerly with said margin of New Trousdale Lane, around a 7.7° curve, 181.55 feet; thence continuing with sais margin, South 3° 59' West 41 feet to the point of beginning, containing .40 acres.

ADDENDUM "A" - continued

Included in the above described property, but specifically excluded herefrom is the following described property:
BEING part of Lot No. 3 on the Map of the Lands of the Overton Estate, as of record in Book 421, Page 159, Register's Office for said County, and described according to a survey made by Wm. Collier Parrish, Engineers, dated October 18, 1963, as follows:
BEGINNING at an iron stake in the northerly margin of Harding Place, formerly Sidco Drive, at its intersection with the easterly line of the L. & N. Railroad property; thence along said Railroad right of way, North 40° 15' East 147.79 feet to a point marked by a drilled hole in wall; thence South 49° 38' East 125 feet to a spike; thence South 12° 53' West 81.93 feet to an iron stake in the northerly margin of Harding Place, formerly Sidco Drive; thence with the margin of the same, westerly 179.94 feet to the point of beginning.

Said property is subject to Agreement contained in Deed of record in Book 3316, Page 223, Register's Office for said County; and to Agreement contained in deed of record in Book 3399, Page 489, said Register's Office; and also to leases of record as follows:

Lease by and Between L. L. Hailey and Stop N Go Marketsof Georgia, Inc., recorded in Book 5076, Page 572, said Register's Office;

Memorandum of Lease by and between Lambert L. Hailey and Michael J. Finn, recorded in Book 5468, Page 505, said Register's Office;

Lease Agreement by and between Lambert L. Hailey and Fotomat Corporation, recorded in Book 5848, Page 518, said Register's Office;

Lease Agreement by and between Lambert L. Hailey and William H. Emery, recorded in Book 5848, Page 509, said Register's Office;

Lease by and between Lambert L. Hailey and Thomas Randal Shelton, et ux, Charlotte Shelton, recorded in Book 5848,Page 500, said Register's Office;

Lease by and between Lambert L. Hailey and Joe H. Thrasher, recorded in Book 5848, Page 523, said Register's Office; and Consent to Assignment of Lease and Option by and between Lambert L. Hailey, Joe H. Thrasher, Sam Suiter, and Shirley Young, recorded in Book 5848, Page 531, said Register's Office; and to

Unrecorded Lease by and between Trousdale Development Company and Richard Trenary, which expires on May 14, 1982. (Now recorded: Book 5855, Page 287, said Register's Office.

03/01 3050.50- CHECK
4836

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5856 PAGE 638

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
			90[illegible].00-	CO
			70[illegible].00-	MO
			2340.00	CO TX
			696.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	3050.50-
4836A03/01/82			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G81505

IDENTIF. REFERENCE

MAR 1 3 36 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 869278