This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Myrtle E. M. Smith (Mrs. J. Tinsley Smith) and Wiley H. Sullivan

TO

Keith-Sinclair Co., Incorporated

For draftsman's use

File

DEARBORN & EWING
One Commerce Place
Nashville, Tennessee 37239

BOOK 5862 PAGE 189

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Keith-Sinclair Co., Incorporated (NAME)	(Same) (NAME)	8W
1209 Laurel Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	01540
Nashville, TN 37203 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

G 83399

IDENTIF. REFERENCE

MAR 16 10 59 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 252,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 8th DAY OF March 1982.

Notary Public

MY COMMISSION EXPIRES: 4/2/82

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENN.

FOR AND IN CONSIDERATION OF the sum of Two Hundred Fifty Two Thousand ($252,000.00) DOLLARS

of which $ 52,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note of even date herewith in the original principal amount of Two Hundred Thousand Dollars ($200,000.00), with principal and interest payable as provided in said note, and with the balance of the indebtedness, if not sooner paid, due and payable on December 31, 1989.

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.

Myrtle E. M. Smith (Mrs. J. Tinsley Smith) and Wiley H. Sullivan

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Keith-Sinclair Co., Incorporated

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

(SEE ATTACHED EXHIBIT A)

This is unimproved ( ) improved (X) 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 W. H. Sullivan 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 8th day of Mar. 1982.

KEITH-SINCLAIR CO., INCORPORATED

By: Bruce Sinclair
President

Myrtle E. M. Smith
Myrtle E. M. Smith (Mrs. J. Tinsley Smit

Wiley H. Sullivan
Wiley H. Sullivan

Mary L. Sullivan
Mary L. Sullivan

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John C. Phipps II, a Notary Public in and for said County and State, the within named Myrtle E. M. Smith (Mrs. J. Tinsley Smith), Wiley H. Sullivan and Mary L. Sullivan 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 Tennessee, this 8th day of March, 1982

John C Phipps II
Notary Public

Commission expires 4/21/85

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, John C. Phipps II, a Notary Public of the State and County aforesaid, personally appeared Bruce Sinclair, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Keith-Sinclair Co., Incorporated, 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, Tennessee this 8th day of March, 1982

John C Phipps II
Notary Public

Commission expires 4/21/85

EXHIBIT A

DESCRIPTION:

Land in Davidson County, Tennessee, described as follows:

TRACT NO. I:

Being Lot No. 308 in McNairy's Plan of West Nashville, as of record in Minute Book "C", pages 136 and 137, Chancery Court at Nashville, for said County.

SAID Lot No. 308 fronts 50 feet on the southerly side of Laurel, formerly Locust Street, and runs back between parallel lines, 175 feet to an alley.

BEING the same property conveyed to J. Tinsley Smith and Wiley H. Sullivan, by deed from Howard Brower and wife, Lucile G. Brower, of record in Book 2651, page 141, Register's Office for Davidson County, Tennessee. The said J. Tinsley Smith having since died, and his interest in said property devised to Myrtle Ella Mae Smith, as devisee under the will of Jordan Tinsley Smith, deceased, of record in Will Book 111, page 616, Probate Court Clerk's Office for Davidson County, Tennessee.

TRACT NO. II:

Being Lot No. 307 on McNairy's Plan of West Nashville Lots, of record in Plan Book 1, page 15, and in Minute Book "C", pages 136 and 137 of the Chancery Court at Nashville.

SAID Lot No. 307 fronts 50 feet on the southerly side of Laurel, formerly Locust Street, and runs back between parallel lines 175 feet to an alley.

BEING the same property conveyed to J. Tinsley Smith and Wiley H. Sullivan, by deed from W. E. Buist and wife, Ethel Buist, of record in Book 2651, page 143, Register's Office for Davidson County, Tennessee. The said J. Tinsley Smith having since died, and his interest in said property devised to Myrtle Ella Mae Smith, as devisee under the will of Jordan Tinsley Smith, deceased, of record in Will Book 111, page 616, Probate Court Clerk's Office for Davidson County, Tennessee.

TRACT NO. III:

Being Lot No. 306 on the McNairy's Plan of West Nashville Lots, as of record in Plan Book 1, page 15, and Minute Book "C", pages 136 and 137, Chancery Court at Nashville.

SAID Lot No. 306 fronts 50 feet on the southerly side of Laurel Street, formerly Locust Street, and runs back between parallel lines, 175 feet, more or less, to an alley.

BEING the same property conveyed to J. Tinsley Smith and Wiley H. Sullivan, by deed from Mrs. Mary Ethel Graham, of record in Book 3128, page 337, Register's Office for Davidson County, Tennessee. The said J. Tinsley Smith having since died, and his interest in said property devised to Myrtle Ella Mae Smith, as devisee under the will of Jordan Tinsley Smith, deceased, of record in Will Book 111, page 616, Probate Court Clerk's Office for Davidson County, Tennessee.

7197 03/16 362.70- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5862 PAGE 192

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
			252000.00- CO	
			200000.00- MO	
			655.20 CO TX	
			198.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	862.70-
7197A	03/16/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

68.3399

IDENTIF. REFERENCE

MAR 16 11 09 AM '82

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

No. 871542