This instrument prepared by Ervin M. Entrekin, Attorney, 26th Floor, First American Center, Nashville, Tennessee 37238

BOOK 5933 PAGE 584

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NOS.
JOHN H. NOEL, III et al 450 Murfreesboro Road Nashville, Tennessee 37210	SAME	106-1 62

FOR AND IN CONSIDERATION of the cash purchase price of Three Hundred Thousand Dollars ($300,000.00) of which none is paid in cash, and for the remainder, Grantees have executed their Promissory Note in the principal amount of Three Hundred Thousand Dollars ($300,000.00) payable together with interest on the unpaid principal balance remaining from time to time at the rate of ten percent (10%) per annum plus at least annually there shall be determined the cash flow from the property and to the extent that the cash flow from the property exceeds $66,000.00 for the year determined as of December 31 (and prorated if there are less than twelve (12) months), an amount equal to 80% of such excess shall be paid to Seller as additional interest negotiated between the parties as part of the purchase and sale price of the property and said ten percent (10%) per annum interest shall be payable monthly on the 1st day of each and every month with the annuall excess cash flow interest being payable on the 1st day of May each year following the determination of the cash flow for the prior year ending December 31, privilege of prepayment is allowed without penalty at any time, and to secure the payment of said principal, interest, attorney fees and cost, a lien is expressly retained on the within described property.

I, John H. Noel, have this day bargained and sold and do hereby transfer and convey unto John H. Noel, III, John H. Noel, III Trust, Lee F. Noel, Lee F. Noel Trust, Arthur B. Noel and Arthur B. Noel Trust, their heirs, representatives, successors and assigns, all my undivided one-half interest as tenant in common which I own as an individual into the following described tracts or parcels of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being two tracts of land in the 3rd, formerly the 15th, Civil District of Davidson County, Tennessee, Tract I being described according to a survey made by Z. J. Wilkinson, Surveyor, July 24, 1947 and Tract II being described according to a survey made by W. W. Turner Company, Engineers, March 4, 1952, as follows:

TRACT I: Beginning in the center of the Murfreesboro Pike opposite the westerly margin of Fessler Lane; thence with the westerly margin of said Lane North 5 degrees 35 minutes East 545 feet to the Southeast corner of the property conveyed to B. E. Woodard by deed from Willowbrook Lumber Compny of record in Book 2039, page 101, Register's Office for said County; thence North 87 degrees West 294 feet to an iron pin in a wire fence; thence South 5 degrees 15 minutes West 462.5 feet to the center of Murfreesboro Pike; thence with the center of said Pike South 71 degrees East 299 feet to the beginning.

Being the same property conveyed to John H. Noel, individually by deed of the Dickerson Co. Inc. of record in Book 2443, page 151, Register's Office for Davidson County, Tennessee.

TRACT II: Beginning at the Southwest corner of Elm Hill Road and Fessler Lane; thence with the westerly margin of said Fessler Lane South 5 degrees 35 minutes West 100 feet; thence North 87 degrees West 294 feet to an iron pin in a wire fence; thence with the said fence North 5 degrees 15 minutes East 100 feet to an iron pin in the southerly margin of said Elm Hill Road; thence with the southerly margin of said Road South 87 degrees East 294.5 feet to the beginning, containing 0.68 acres more or less.

Being the same real property conveyed to John H. Noel, individually by two deeds, one from B. E. Woodard, et ux of record in Book 2443, page 183, Register's Office for Davidson County, Tennessee and the other from Dickerson Company, Inc. of record in Book 2443, page 151, said Register's Office..

This is improved property known as 450 Murfreesboro Road.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said John H. Noel, III, John H. Noel, III Trust, Lee F. Noel, Lee F. Noel Trust, Arthur B. Noel and Arthur B. Noel Trust, their heirs, representatives, successors and assigns forever. I,

John H. Noel, do covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbred, except for current taxes and as otherwise indicated herein.

I do further covenant and bind myself, my successors and assigns to warrant and forever defend the title to said real estate to the said John H. Noel, III, John H. Noel, III Trust, Lee F. Noel, Lee F. Noel Trust, Arthur B. Noel and Arthur B. Noel Trust, their heirs, representatives, successors 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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said John H. Noel, III, John H. Noel, III Trust, Lee F. Noel, Lee F. Noel Trust, Arthur B. Noel and Arthur B. Noel Trust, hereinafter referred to as Trustor, hereby transfers and conveys unto ERVIN M. ENTREKIN, 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:

Trustor agrees 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 fair market value of improvements until the indebtedness herein secured is fully paid and to have the loss, if any, made payable on the policy, or policies, for the benefit of the lawful owner or holder of said indebtedness as their interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and upon demand of said Trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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 Trustor 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 twelve percent (12%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor 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, of if, failing to pay taxes, keep up repairs or keep said premises insured, or pay other sums when due, as herein provided, Trustor fails 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 (30) 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 (20) 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, wheih 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:

FIRST: 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.

SECOND: To the payment of all taxes which may be unpaid on said premises.

THIRD: To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

FOURTH: The residue, if any, will be paid to Trustor, his order, representatives or assign.

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.

It is further agreed and understood by and between the parties that the consideration paid by the Grantee to the Grantor is the fair market value of the property as of April 23, 1982. The other undivided one-half interest in the property has passed to the Grantor through the Estate of Frances B. Noel and if there is a final determination in any tax controversy regarding the Estate of Frances B. Noel to the effect that the fair market value of the undivided one-half interest of the property passing through the Estate of Frances B. Noel had a fair market value on April 23, 1982 of greater than $300,000, the purchase price for the property shall be increased accordingly and the principal amount of the note shall be likewise increased. To the extent that there is an increase in the principal amount of the note, the minimum amount of cash flow to be made available to the Grantees before there is any excess interest to be paid on an annualized basis shall be increased by an amount equal to 10% of the amount of any increase in principal. If there is a decrease in the value of the other property, there shall be no decrease in the consideration paid nor in the principal amount of the note.

The word "Trustor" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, effective as of the 1st day of July, 1982.

JOHN H. NOEL

JOHN H. NOEL, III

JOHN H. NOEL, III TRUST

BY: JOHN H. NOEL, III, CO-TRUSTEE

BY: LEE F. NOEL, CO-TRUSTEE

BY: ARTHUR B. NOEL, CO-TRUSTEE

LEE F. NOEL

LEE F. NOEL TRUST

BY: Lee F. Noel
LEE F. NOEL, III, CO-TRUSTEE

BY:
JOHN H. NOEL, III, CO-TRUSTEE

BY: Arthur B. Noel
ARTHUR B. NOEL, CO-TRUSTEE

Arthur B. Noel
ARTHUR B. NOEL

ARTHUR B. NOEL TRUST

BY: Arthur B. Noel
ARTHUR B. NOEL, CO-TRUSTEE

BY: Lee F. Noel
LEE F. NOEL, CO-TRUSTEE

BY:
JOHN H. NOEL, III, CO-TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $300,000.00).

Subscribed and sworn to before me, this the 1st day of August, 1982.

E. M. E.
AFFIANT

Patty J. Welch
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-18-86
(AFFIX SEAL)

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY

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 JOHN H. NOEL, JOHN H. NOEL, III, LEE F. NOEL and ARTHUR B. NOEL, 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 1st day of August, 1982.

Patty J. Welch
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-19-86.

NOTARY PUBLIC DAVIDSON COUNTY

RUSH

H.O. 7235

IDENTIF. REFERENCE

SEP 3 3 14 PM '82

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TN

09/03 1093.50- CHECK

7283

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

[illegible].00- CO
[illegible].00- MO
78[illegible].0 CO TX
25[illegible].0 MO TX
.50 PRFEE
15.00 MDEED
CHECK 1893.50-
7263AJS/03/82 DAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H07235

IDENTIF. REFERENCE

SEP 3 3 14 PM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 923513