This instrument was prepared by Harris A. Gilbert, Attorney, 13th Floor, Third National Bank Building, Nashville, Tennessee 37219.

Installment Deed

BOOK 5934 PAGE 173

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Robert C. Pritchett, Jr. and wife, Janet F. Pritchett	Same	34-6-38
(NAME) Rt #1	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Hermitage	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

mail

7492 09/07 778.10- CHECK

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TWENTY-ONE THOUSAND AND NO/100's ($221,000.00) ---------- *Dollars, of which* TWENTY-FIVE THOUSAND AND NO/100's ($25,000.00) ..... *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of ONE HUNDRED NINETY-SIX THOUSAND AND NO/100's ($196,000.00) ---------- *Dollars,* Robert C. Pritchett, Jr. and wife, Janet F. Pritchett and Gary M. Kerr, additional guarantor, *have executed*

an Installment Deed Note of even date, providing for payment of said sum in accordance with the terms thereof,

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, I, J. Kenneth Jacobs,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert C. Pritchett, Jr. and wife, Janet F. Pritchett, their ~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

SEE EXHIBIT "A" ATTACHED HERETO.

H 07422

IDENTIF. REFERENCE

SEP 7 12 43 PM '82

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $221,000.00

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

J. Kenneth Jacobs
Affiant

My commission expires: 1/14/85 (Affix Seal)

J. Gilbert
Notary Public

This is improved ( ) unimproved (X) property, known as 728 Myatt Drive, Nashville, Tennessee (House Number) (Street) 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 Robert C. Pritchett, Jr. and wife, Janet F. Pritchett, their ~~successors~~, *heirs and assigns forever. 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 unencumbered,* except for 1982 taxes which have been prorated and assumed by Grantees. SEE REVERSE SIDE ***

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert C. Pritchett, Jr. and wife, Janet F. Pritchett, 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 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 Robert C. Pritchett, Jr. and wife, Janet F. Pritchett *hereinafter referred to as trustors, hereby transfer and convey unto* Harris A. Gilbert, *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 ~~maximum amount insurable~~ *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 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 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.

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 aforeasid, 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.

BOOK 5934 PAGE 174

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 Registers 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.

Witness our *hand* S *this* 1st *day of* September, *1982, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Ellen W. Jacobs
ELLEN W. JACOBS ****

J. Kenneth Jacobs
J. KENNETH JACOBS

Janet F. Pritchett
JANET F. PRITCHETT

Robert C. Pritchett, Jr.
ROBERT C. PRITCHETT, JR.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Harris A. Gilbert, *a Notary Public in and for said County and State,* J. Kenneth Jacobs and wife, Ellen W. Jacobs, and Robert C. Pritchett, Jr. and wife, Janet F. Pritchett, *the within named bargainor* S, *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* September, *19*82

My Com. Exp. 11/14/85

Harris A. Gilbert
Notary Public

ENCUMBRANCE EXCEPTIONS:

(2)Easement for cut and fill slopes as set out in right of way deed from The Gates Rubber Company, a Colorado Corporation, to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4467, page 281, Register's Office for Davidson County, Tennessee. (3)Sanitary Sewers and/or storm drainage easement conveyed by deed from The Armstrong Rubber Company to Metropolitan Government of Nashville and Davidson County, Tennessee, dated December 20, 1976, of record in Book 5106, page 555, Register's Office of Davidson County, Tennessee. Ellen W. Jacobs, wife of J. Kenneth Jacobs, hereby joins in this deed to convey any and all rights she may have in the property described herein.*

INSTALLMENT DEED

FROM

J. KENNETH JACOBS

TO

ROBERT C. PRITCHETT, JR. AND

WIFE, JANET F. PRITCHETT

Compliments of
Chicago Title Insurance Company
First Floor — First American Center

Phone 255-4631
NASHVILLE, TENNESSEE 37208

Being a tract of land in the Second Civil District of Davidson County, Tennessee, located on the southerly margin of Edgefield Junction Road (Myatt Drive), east of and adjacent to Armstrong Commercial Area of record in Book 4885, Page 187, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at the point of intersection of the southerly margin of Edgefield Junction Road (Myatt Drive) and the easterly line of Lot No. 1 shown on Armstrong Commercial Area of record in Book 4885, Page 187, Register's Office for Davidson County, Tennessee, said point being approximately 490± feet east of the easterly margin of Gallatin Pike; Thence, with said Edgefield Junction Road with a curve to the left, 63.38 feet to a point, said curve having a radius of 5774.58 feet, a central angle of 00° 37' 44" tangent distance of 31.69 feet, and a chord of S 33°46'23" E, 63.38 feet; thence leaving said Edgefield Junction Road with a curve to the right 59.35 feet on the westerly side of a private drive, said curve having a radius of 40.00 feet, a central angle of 85° 00' 54", tangent distance of 36.66 feet, and a chord of S 8° 25' 12" W, 54.05 feet; thence along said margin of Drive S 50° 55' 39" W, 48.20 feet to a point; thence S 57° 42' W, 181.80 feet to a point; thence, leaving said Drive N 26° 02' W, 60.26 feet to the northeast corner of Rivergate Church of Christ of record in Book 2342, Page 549, and Book 910, Page 441, Register's Office for Davidson County, Tennessee; thence continuing in the same direction with the northerly line of said Church property N 26° 02' W, 50.4 feet to the southeast corner of Lot No. 1 shown on said Armstrong Commercial Area; thence, with the easterly line of said Lot No. 1 N 57° 42' E, 251.22 feet to the southerly margin of Edgefield Junction Road, the point of beginning. Containing 27,757 square feet or 0.64 acre, more or less.

Being the same property conveyed to J. Kenneth Jacobs by deed from The Armstrong Rubber Company of record in Book 5395, Page 965, Register's Office for Davidson County, Tennessee.

EXHIBIT "A"

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5934 PAGE 176

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
			221000.00-	CO
			196000.00-	MO
			574.60	CO TX
			194.00	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	778.10-
7492	A	09/07/82	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 7 4 2 2

IDENTIF. REFERENCE

T

SEP 7 12 43 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 923713