THIS INSTRUMENT WAS PREPARED BY
JOHN L. VAN CLEAVE, ATTORNEY
18th FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

Installment Deed

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Ganlon, Inc.	Ganlon, Inc.	106-12-24
(NAME:) 218 3rd Ave., North	(NAME:) 218 3rd Ave., North	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37201	(STREET ADDRESS) Nashville, TN 37201	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

BOOK 5938 PAGE 93

FOR AND IN CONSIDERATION of the sum of Sixty Thousand & 00/100 ---------- ($60,000.00) ---------- *Dollars, of which* Thirteen Thousand Nine Hundred Ten and 55/100 ---------- ($13,910.55) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Forty-six Thousand Eighty-nine and 45/100 ---------- ($46,089.45) ---------- *Dollars,*

Ganlon, Inc. *has executed* a promissory note of this date in the amount of Forty-six Thousand Eighty-nine and 45/100 Dollars ($46,089.45) payable to Mike Wiley Company, Inc. in full on the 6 day of December, 1982,

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, Mike Wiley Company, Inc., a Tennessee Corporation *have this day bargained and sold, and do hereby transfer and convey unto the said* Ganlon, Inc. *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot 17 shown on the Plan of Murfreesboro Road Industrial Subdivision, Section Five, of record in Book 4595, page 124, Register's Office for Davidson County, Tennessee, and described as follows:

BEGINNING at a concrete monument in the westerly margin of Wilhagan Drive, being the common corner of said Lot 17 and of Lot 18 in Section Four of said Subdivision; thence along the common line between said lots N. 64 deg. 25' W. 216.01 feet; thence N. 23 deg. 12' E. 42.25 feet; thence N. 25 deg. 51' E. 250.05 feet; thence N. 19 deg. 56' E. 62.32 feet to a point in the southerly margin of a roadway marked "Future Development"; thence along said roadway S. 51 deg. 59' E. 235.33 feet to a point at the beginning of a curve; thence around said curve having a radius of 25 feet southeasterly 39.27 feet to a point in the westerly margin of said Wilhagan Drive; thence along said margin southerly 275.0 feet to the point of beginning.

Being the property conveyed to Mike Wiley Company, Inc. by Installment Deed from W. L. Hagan, et us, of record in Book 4678, Page 646, Register's Office for Davidson County, Tennessee.

Being subject to an owner's certificate, 30-foot minimum building setback line from Wilhagan Drive and Road entitled "Future Development", 20 feet sanitary sewer easement across rear portion and middle of lot, minimum first floor elevation of 427.5 M.S.L., and 10 foot public utility easement in rear, all as shown on the plan of record in Book 4595, page 124, Register's Office for Davidson County, Tennessee, and restrictive covenants of record in Book 4678, Page 644, said Register's Office.

Being subject to the rights of parties in possession.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 60,000.00

Subscribed and sworn to before me, this the 7th day of September 1982

W. L. Hagan Affiant

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

Notary Public

unimproved (X)
This is improved ( ) property, known as 343 Wilhagan 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 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 provided above.

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 Daniel R. Loftus *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.

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.....day of....., 19.....

MIKE WILEY COMPANY, INC.

BY: James E. Whitaker Pres.
James E. Whitaker

GANLON, INC.

BY: W. L. Hagan, Pres
W. L. Hagan

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 82

.....*Notary Public*

Commission expires.....

STATE OF.....

COUNTY OF.....

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..... BOOK 5938 PAGE 96

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

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kathy Hansen, *a Notary Public of the State and County aforesaid, personally appeared* James E. Whitaker, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Mike Wiley Company, 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* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee *this* 7th *day of* September, 1982

Kathy J Hansen *Notary Public*

Commission expires 10-20-85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kathy Hansen, a Notary Public of the State and County aforesaid, personally appeared W. L. Hagan, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Ganlon, 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, Tennessee, this day of 7th, 1982.

Kathy J Hansen
NOTARY PUBLIC

My Commission Expires:

10-20-85

H 0 8 7 5 8

INSTALLMENT DEED

FROM Mike Wiley Company, Inc.

TO W. L. Hagan, et ux

IDENTIF. REFERENCE

SEP 16 1 20 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

9201 09/16 212.60- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5938 PAGE 97

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
			60000.00- CO	
			46089.45- MO	
			156.00 CO TX	
			44.10 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	212.60-
9201	A	09/16/82	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 8 7 5 8

IDENTIF. T. REFERENCE

SEP 16 1 20 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 900064