Installment Deed

Prepared By:
Bass, Berry & Sims (CDB)
2700 First American Center
Nashville, TN 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Delta Trade International, Inc. (NAME:)	Same (NAME:)	106-1
761 Old Hickory Blvd., Suite 400 (STREET ADDRESS)	(STREET ADDRESS)	53
Brentwood Executive Building		
Brentwood, TN 37027 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 ($165,000.00) *Dollars, of which* FIFTY THOUSAND AND NO/100 ($50,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ONE HUNDRED FIFTEEN THOUSAND AND NO/100 ($115,000.00) *Dollars,*

Delta Trade International, Inc. *has executed* its Promissory Note of even date to Ozburn-Hessey Storage Co. at the rate of eleven (11%) percent per annum, payable in installments as specified in said note

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, Ozburn-Hessey Storage Co., a Tennessee corporation, *the Grantor herein, has this day bargained and sold, and does hereby transfer and convey unto the said* Delta Trade International, Inc., a Tennessee corporation, the Grantee herein, *its (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

See Attached Exhibit A

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 165,000.00

Affiant

Subscribed and sworn to before me, this the 20 day of April 19 83

My commission expires: 7-27-86 (Affix Seal)

Notary Public

This is improved ( ) unimproved (X) property, known as 410 Murfreesboro Road (House Number) (Street), Nashville (P. O. Address:) Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its *(successors), heirs and assigns forever.* Grantor *covenants that* it is *lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.*

Grantor *further covenants and binds* itself, its successors and assigns *to warrant and forever defend the title to said real estate to said* Grantee, its *(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 Grantee *hereinafter referred to as trustors, hereby transfer and convey unto* C. Dewees Berry, IV, *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 $115,000.00, *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.*

04/20 537.50 CHECK

1461

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 at the highest rate allowed by law *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.

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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 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* 5 *this* 20th *day of* April, *19* 83 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

OZBURN-HESSEY STORAGE CO.

BY: Kirk H. Low

Its: President

BY: Joseph A. Poag

Its: Secretary

DELTA TRADE INTERNATIONAL, INC.

BY: [signature]

Its: President

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*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Kirk H Low and Joseph A Poag, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* president and secretary *of the* Ozburn-Hessey Storage Co., *the within named bargainor, a corporation, and that* they *as such* president and secretary, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* president and secretary.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 20th *day of* April, *19* 83

Anne M Jacks *Notary Public*

Commission expires 7-27-86

NOTARY PUBLIC STATE OF TENNESSEE

INSTALLMENT DEED

FROM

OZBURN-HESSEY STORAGE CO.

TO

DELTA TRADE INTERNATIONAL, INC.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37208

OFFICIAL RECEIPT

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STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Yanbarz Ferdowsi _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the president of Delta Trade International, 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, Davidson County, Tennessee, this 20th day of April, 1983.

Anne M Date
Notary Public

My Commission Expires:
7-27-86

H 42839 RUSH
IDENTIF. REFERENCE
APR 20 10 40 AM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

EXHIBIT A

Two Tracts of land in Davidson County, Tennessee, described as follows:

TRACT 1: Being the easterly 35.0' of Lot Number 1 on the Map of Byrd Subdivision as of record in Book 547, page 23, Register's Office for said County.

Beginning at an iron pin in the northerly margin of Murfreesboro Pike (as widened) said iron pin being located 783.8' south 70 degrees 42' east from the beginning of radius at the intersection of Murfreesboro Pike and Elm Hill Pike. Also being located North 70 degrees 42' west 35.0' from the southeast corner of said Lot Number 1; running thence north 19 degrees 00' east 15.0' from and parallel to common line of lots number 1 and 2 on above mentioned plan, 247.0' to an iron pin in the southerly margin of Elm Hill Pike. Said iron pin being located South 86 degrees 25' east 15.8' from the common corner of Lots 1 and 2; running thence with the south margin of Elm Hill Pike, 36.0' to an iron pin, said iron pin being the northwesterly corner of the Tawater property, as of record in Book 1306, page 138, Register's Office for Davidson County, Tennessee. Running thence with said line south 19 degrees 00' west 257.0' to an iron pin in the north margin of Murfreesboro Pike, being the common corner of Tawater property and said Lot Number 1; thence running with the North margin of Murfreesboro Pike, N. 70 degrees 42' west, 35.0' to the point of beginning.

TRACT 2: Being a parcel of land located in the 3rd. formerly the 15th Civil District of Davidson County, Tennessee.

Beginning at an iron pin located in the northerly margin of Murfreesboro Pike, (as widened). Said iron pin being the common corner of said property and the southeasterly corner of Lot Number 1, Byrd Subdivision, as of record in Book 547, page 23, Register's Office for Davidson County, Tennessee. Said Lot corner being located south 70 degrees 42' east 818.8' from beginning of radius at the intersection of Murfreesboro Pike, and Elm Hill Pike; running thence with the line between said Lot Number 1, and said property north 19 degrees 00' east 257.0' to an iron pin located in the southerly margin of Elm Hill Pike. Said iron pin being the common corner of said tract of land, and Lot No. 1, Byrd Subdivision; running thence with the southerly margin of Elm Hill Pike, South 86 degrees 25' east, 50 to an iron pin. Said iron pin being the common corner of said tract of land, and the northwesterly corner of a tract of land owned by Pennington Realty Co., as of record in Book

496, page 165, Register's Office for said County, running thence with said Pennington Realty Co.'s, line, south 18 degrees 50' west 273' to an iron pin in the northerly margin of Murfreesboro Pike. Pennington Realty Company's southwest corner; running thence with the northerly margin of Murfreesboro Pike North 70 degrees 42' west, 50.00 feet to the point of beginning.

Said property is unencumbered, except for taxes for the year 1983, a lien, but not yet due and payable, which have been prorated and assumed by the Grantee and restrictive covenants contained in an instrument of record in Book 2341, page 153, Register's Office for Davidson County, Tennessee (applicable to Tract 1).

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 6041 PAGE 93

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			165000.00- CO	
			115000.00- MO	
			429.00 CO TX	
			113.00 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 557.50-	
			1461A04/20/83 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 4 2 8 3 9

IDENTIF. REFERENCE

APR 20 10 40 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 943153