INSTALLMENT DEED

BOOK 6077 PAGE 333

Address New Owners:	Send Tax Bills to:	Map-Parcel Nos.
ROTEC INTERNATIONAL	same	Map 72-5, Parcel 31
3003 Ambrose Avenue		
Nashville, Tennessee 37115		

STATE OF TENNESSEE
COUNTY OF Williamson

I hereby swear or affirm that the actual consideration or true value of this transfer whichever is greater, is $34,000.00.

Thomas L. Bottorff
Affiant

Subscribed and sworn to before me this 13th day of JUNE, 1983.

Samuel A. Hoard
Notary Public

My Commission Expires: 10/12/86

This Instrument Prepared By:
GORDON, BOTTORFF, WATERS & LITTLE
Attorneys at Law
Maryland Manor
5201 Maryland Way
Brentwood, Tennessee 37027
(615) 373-4242

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

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FOR AND IN CONSIDERATION of the sum of Thirty Four Thousand and No/100 Dollars ($34,000.00), of which Four Thousand and No/100 Dollars, ($4,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand and No/100 Dollars ($30,000.00), ROTEC INTERNATIONAL, A Tennessee Limited Partnership has executed its one promissory note of even date herewith in the amount of Thirty Thousand Dollars ($30,000.00), payable to the order of Ben R. Batts, Jr., and wife, Linda Malone Batts, in three (3) installments of Ten Thousand Dollars and No/100 ($10,000.00) each, including interest at the rate of 10% per annum, as follows: The first of said installments being due and payable on the first day of July, 1983; the second of said installments being due and payable on the first day of October, 1983; the third of said installments being due and payable on the first day of January, 1984. Payments under the terms of said promissory note to be applied first to the payment of interest at the rate of 10% per annum, and the balance to be applied to the payment of principal sum until the amount, both principal and interest has been paid in full, and said promissory note providing for payment of attorney's fees, and to secure the payment of said indebtedness principal, interest, and attorneys fees, a lien is expressly retained on the land herein conveyed, we, Ben R. Batts, Jr., and wife, Linda Malone Batts have this day bargained and sold, and do hereby transfer and convey unto the said ROTEC INTERNATIONAL, A Tennessee Limited Partnership, its successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows, to-wit:

Lot No. 27 on the Plan of Rothwood, Section One, of record in Book 1424, Page 134, Register's Office for said County.

SAID Lot No. 27 is situated on the northwesterly corner of the intersection of Ambrose Avenue and a 20-foot alley, fronting 50 feet on the westerly margin of Ambrose Avenue and 160 feet the northerly margin of said alley, said frontages being joined by a curve having a length of 31.4 feet, a radius of 20 feet. Said lot extends back from Ambrose Avenue 180 feet on the northerly line and 70 fee from said alley on the westerly side.

BEING the same property conveyed by David M. Graves and wife, Sharon A. Graves, to Ben Roy Batts, Jr. and wife, Linda Malone Batts, of record in Book 5640, Page 657, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title, and interest thereto belonging to the said ROTEC INTERNATIONAL, A Tennessee Limited Partnership, their heirs and assigns, forever. They covenant that they 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. They further covenant and bind their heirs and representatives, to warrant and forever defend the title to said real estate to said ROTEC INTERNATIONAL,A Tennessee Limited Partnership, 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 ROTEC INTERNATIONAL,A Tennessee Limited Partnership, hereinafter referred to as the trustor, hereby transfers and conveys unto T. VANCE LITTLE, 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 the sum of said property, 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.

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 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 six percent (6%) 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, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said 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 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 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.

WITNESS our hand this 13 day of June, 1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Ben R. Batts, Jr.

Linda Malone Batts

ROTEC INTERNATIONAL

A Tennessee Limited Partnership

By: ROTEC CORPORATION
The General Partner

By: Thomas I. Bottorff, Secretary

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, BEN R. BATTS, JR. and wife, LINDA MALONE BATTS the within named bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at BRENTWOOD Tennessee, this 13th day of JUNE, 1983.

Samuel J. Short Notary Public

Commission expires: 10/12/86

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared THOMAS I. BOTTORFF, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Secretary of ROTEC INTERNATIONAL, a corporation and the General Partner of the Rotec Partners, a Tennessee Limited Partnership, the within named bargainor, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Secretary.

Witness my hand and seal, at office in BRENTWOOD TENNESSEE this 13th day of JUNE, 1983.

Samuel J. Short Notary Public

Commission expires: 10/12/86

H.S. 4.6 0 2

IDENTIF. REFERENCE

JUN 16 3 55 PM '83

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

06/16 131.35- 6795

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____ BOOK 6077 PAGE 398

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
			340[illegible].00- CO	
			300[illegible].00- MO	
			85.40 CO TX	
			28.00 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	131.90-
5649A	06/16/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5 4 6 0 2

IDENTIF. REFERENCE

JUN 16 3 55 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 956909