BOOK6500 PAGE

Prepared by: Truman S. Wrenn, Atty., 344-4th Avenue, No., Nashville, Tn.

Installment Deed

BOOK6500 PAGE 658

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
B & P Ice Machines, Inc.	Same	105-3-46; 105-
(NAME:) 519 Fourth Ave., So	(NAME:)	3-47;105-3-48; 105-3-49; &
(STREET ADDRESS OR ROUTE NUMBER) P. O. Box 37210 Nashville, Tn. 37210	(STREET ADDRESS)	105-3-50
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTY THOUSAND AND NO/100 ($50,000.00) ---------- *Dollars,*

of which TEN THOUSAND AND NO/100 ($10,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY THOUSAND AND NO/100 ($40,000.00) ---------- *Dollars,*

B & P ICE MACHINES, INC., a Tennessee Corporation, *have executed* a note, dated July 5, 1985, in the original sum of $32,246.50, payable to JOHN J. CUNNINGHAM, according to the terms and conditions thereof, and further, the said B & P ICE MACHINES, INC., a Tennessee Corporation, agree to assume and pay the unpaid balance of a note, payable to Robert S. Billingsley et ux, secured by a deed of trust recorded in Book 5193, Page 49; a note payble to Joseph F. Schipani, secured by a deed of trust recorded in Book 5232, Page 353; and a note payable to Joseph F. Schipani, secured by a deed of trust recorded in Book 5232, Page 355, Register's Office for Davidson County, Tennessee,

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, We, JOHN J. CUNNINGHAM AND WIFE, DOROTHY T. CUNNINGHAM,

have this day bargained and sold, and do hereby transfer and convey unto the said B & P ICE MACHINES, INC., a Tennessee Corporation, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

SEE DESCRIPTION OF PROPERTY ATTACHED HERETO AND MADE A PART HEREOF:

J1:8929

IDENTIF. REFERENCE

JUL 8 11 59 AM '85

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 $ 50,000.00

Subscribed and sworn to before me, this the 5th day of July, 19 85.

Affiant

My commission expires: 4-18-87 (Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as 3rd Avenue, South, Nash., Tn. (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 B & P ICE MACHINES, INC., a Tennessee Corporation, its *(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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* B & P ICE MACHINES, INC., a Tennessee Corporation, 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 B & P ICE MACHINES, INC., a Tennessee Corporation, *hereinafter referred to as trustors, hereby transfer and convey unto* TRUMAN S. WRENNE, *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 $ insurable/ value *, 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 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 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 convenance 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, statutory right of redemption, homestead, and all other exemptions and rights 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* S *this* 5th *day of* July, *19* 85, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

B & P ICE MACHINES, INC.

By: Robert Price Jr. (Vice Pres.)

John J. Cunningham

John J. Cunningham

Dorothy T. Cunningham

Dorothy T. Cunningham

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned authority, *a Notary Public in and for said County and State, the within named* John J. Cunningham and wife, Dorothy T. Cunningham,

the bargainor S, *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 5th *day of* July, *19* 85.

My commission expires 7/22/87 *Notary Public* Angela M. Carter

STATE OF TENNESSEE
COUNTY OF Tennessee

Before me, the undersigned authority, *a Notary Public of the State and County aforesaid, personally appeared* Robert Price, Jr. xxx *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* himself *to be the* Vice-President xxx *and* xxxxxxx *of* B & P Ice Machines, Inc., *the within named bargainor, a corporation, and that* he *as such* Vice-President xxx *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* Robert Price, Jr. *as* Vice-President. xxx

Witness my hand and seal, at office in Nashville, Tennessee, *this* 5th *day of* July, *19* 85.

Angela M. Carter *Notary Public*

Commission expires 7/22/87

NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE AT LARGE

INSTALLMENT DEED

FROM
John J. Cunningham et ux.

TO
B & P Ice Machines, Inc.

TICOR TITLE INSURANCE COMPANY

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

five tracts of land in Davidson County, Tennessee, more particularly described as follows:

TRACT I: Being part of Lot No. 2 on the Plan of the Estate of Phillip Mallory, deceased, as of record in Minute Book "F", Page 324, County Court for said County, and described as follows:
Beginning on the westerly margin of Third Avenue, South, formerly College Street, at the southeast corner of the property of John Scott, deceased, described in deed of record in Book 444, Page 319, said Register's Office; thence westerly with the southerly line of this lot 135-1/2 feet to an alley; thence southerly with same 32 feet, more or less, to Mrs. Myra Hackl's lot, described in Book 354, Page 541, said Register's Office; thence easterly with same 135-1/2 feet to the westerly margin of Third Avenue, South; thence northerly with same 32 feet, more or less, to the beginning.

Being the same property conveyed to John J. Cunningham by deed from Clyde Paul Holland, of record in Book 5902, Page 104, Register's Office for said County.

TRACT II: Being the southerly part of Lot No. 2 on the Plan of the Mallory property, as of record in Book "F", Page 324, County Court for Davidson County, Tennessee, described as follows:

Beginning at the northwest corner of Third Avenue, South, formerly College Street and Mallory Street; thence with the westerly margin of said Avenue northerly 51 feet 10 inches to William Nelson's southeast corner; thence with his southerly line westerly, 135 feet, more or less, to the easterly margin of an alley; thence with said alley southerly 21-1/2 feet, more or less, to the northerly margin of Mallory Street; thence with the northerly margin of said Street easterly 137 feet, more or less, to the beginning.

Being the same property conveyed to John J. Cunningham by deed from Clyde Paul Holland, of record in Book 5902, Page 104, Register's Office for said County.

TRACT III: Being part of Lot No. 2 on the Plan of Mallory Property, as of record in Minute Book "F", Page 324, County Court for said County, described as follows:

Beginning on the westerly margin of 3rd Avenue, South, formerly College Street, at a point 87.4 feet north of the northerly margin of Mallory Street, Mrs. Theresa E. Dahlinger's N.E. corner; thence with the westerly margin of said Avenue northwardly 32 feet to the S.E. corner of the lot formerly owned by Louise Nelson, decedased; thence with her souherly line westwardly 135 feet, more or less, to the easterly margin of an alley; thence with said alley, southwardly 32 feet to N.W. Corner of said Dahlinger lot; thence with the northerly line of same, eastwardly 135 feet, more or less, to the beginning.

Being the same property conveyed to John J. Cunningham by deed from Richardson R. Lynn, of record in Book 5902, Page 101, Register's Office for said County.

TRACT IV: Being a part of Lot No. 2 on the Plan of the Estate of Phillip Mallory, deceased, as of record in Minute Book "F", Page 324, County Court for Davidson County, Tennessee, described as follows:
Beginning on the westerly margin of 3rd Avenue, South, 143 feet, 3 inches, more or less, northerly from the northerly margin of Mallory Street, being the northeast corner of a part of said lot belonging to Mrs. Louisa Nelson Estate, running thence northerly with the westerly margin of 3rd Avenue, South, 32 feet to the southeast corner of a part of said lot belonging to the Estate of Mrs. Augusta C. Whorley; thence westerly with Whorley's line, 135.5 feet to the easterly margin of an alley; thence southerly with the easterly margin of said alley 31 feet 9 inches to the northwest corner of the abovementioned Nelson lot; thence easterly with Nelson's north line 135.5 feet to the beginning.
Being the same property conveyed to John J. Cunningham by deed from Mid-State Lands, Inc., Trustee, of record in Book 5902, Page 108, Register's Office for said County.

TRACT V: Being part of Lot No. 2 on the Plan of Estate of Phillip Mallory, deceased, of record in Minute Book "F", Page 324, County Court for Davidson County, Tennessee, described as follows:
Beginning on the westerly margin of Third Avenue, South, formerly College Street, at the southeast corner of the property of John Scott, deceased, described in deed of record in Book 444, Page 319, said Register's Office; thence westerly with the southerly line of this lot 135-1/2 feet to an alley; thence southerly with same, 32 feet, more or less, to Mrs. Myra Hackl's lot, described in Book 354, Page 541, said Register's Office; thence easterly with same, 135-1/2 feet to the westerly margin of Third Avenue, South; thence northerly with same 32 feet, more or less, to the beginning.
Being the same property conveyed to John J. Cunningham by deed from Mid-State Lands, Inc., Trustee, of record in Book 5902, Page 108, said Register's Office

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6600 PAGE 661

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

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

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			50000.00-	CAMT.
			32246.50-	MAMT.
			130.00	CSTAX
			30.20	MSTAX
			.50	PRFEE
			9.00	WDEED
			CHECK	169.70-
5473A07/08/85			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J I: 8 9 2 9

IDENTIF. REFERENCE

JUL 8 11 39 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 151735