New Owner:
Thomas H. Pratt Jr. +
Donald W. Pratt
802 Ewing Ave.
Nashville, Tenn. 37203

BOOK 6641 PAGE 731

THIS INSTRUMENT PREPARED BY:
GRACEY, MADDIN, COWAN & BIRD
Attorneys at Law
300 James Robertson Parkway
Nashville, Tennessee 37201

INSTALLMENT DEED

FROM:	Martha C. McClendon	("GRANTOR")
TO:	Thomas H. Pratt, Jr. and Donald W. Pratt	("GRANTEES")
TO:	Richard D. Bird, Trustee Court Square Building 300 James Robertson Parkway Nashville, Tennessee 37201	("TRUSTEE")

PROPERTY LOCATION
802 Ewing Avenue
Nashville, Tennessee 37203

MAP AND PARCELL NO:
93-14-475
93-14-475.01

SEND TAX BILLS TO:
Pratt Machine Co.
802 Ewing Ave.
Nashville, Tenn. 37203

FOR AND IN CONSIDERATION of the sum of One Hundred Fifty-Two Thousand, Eight Hundred Dollars ($152,800.00), of which Forty Thousand and 00/100 Dollars ($40,000.00) has been paid in cash, the receipt of which is hereby acknowledged by Martha C. McClendon, and for the remainder of One Hundred Twelve Thousand, Eight Hundred Dollars ($112,800.00), Thomas H. Pratt, Jr., and Donald W. Pratt, as tenants in common, have executed their joint promissory note of even date herewith payable to the order of Martha C. McClendon, which principal and interest is payable as follows:

> One Hundred Twenty (120) consecutive monthly installments of principal and interest at the rate of 11.5% per annum in the amount of One Thousand, Five Hundred, Eighty-Five and 97/100 Dollars ($1,585.97), beginning October 1, 1985, and continuing on the same day of each succeeding month, with the final payment being due on September 1, 1995.

The note provides for payment of all attorneys fees and costs of collection on default. To secure the payment of said indebtedness, principal, interest, late payment penalties, and attorneys fees and costs, a lien is expressly retained on the land herein conveyed, and specific reference is here made to said note for all further terms, conditions and payments.

Martha C. McClendon has this day bargained and sold and does hereby transfer and convey to Thomas H. Pratt, Jr. and Donald W. Pratt, as tenants in common, their heirs and assigns, certain real property in Davidson County, Tennessee, as follows:

Being two tracts of land described as follows:

TRACT I. Being parts of Lots Nos. 262, 263, 264, 265, 266, 267 and 268 on the Plan of Ewing and

Wetmore's Addition, as of record in Book 14, pages 202 and 203, Register's Office for said county, and described according to a copy of a survey by W.W. Turner Company, dated October 16, 1948, as follows:

Beginning at an iron pin in the westerly margin of Seventh Avenue South (Little Vine Street) in the easterly line of the property conveyed to the American Milling Company by deed from E. T. Noel, of record in Book 113, page 148, said Register's Office; thence along the westerly margin of Seventh Avenue South, 310.7 feet to a railroad spike at the beginning of a curve; thence around said curve, with a radius of 7.8 feet, a distance of 21 feet to an iron pin in the easterly margin of Ewing Avenue; thence along the margin of said avenue, South 12 degrees 30° east 245.4 feet to an iron pin in the margin of the NC & St. L. Railway Right-of-way, a corner of the American Milling Company property; thence along the line of said American Milling Company property, northerly 75 feet to an iron pin; then easterly with the American Milling Company line 130.8 feet to the beginning, including whatever the right the conveyors have to connect with the railroad spur tracks now on said property so as to send and receive cars from the main line of the N C & St. L Railroad, but not so as to interfere with the use of said spur track by the American Milling Company, or its assigns, said right being reserved by deed of record in Book 113, page 148, Register's Office of Davidson County, Tennessee.

Tract I is subject to an easement of record in Book 701, page 68, and a right-of-way of record in Book 1850, page 331, Register's Office for said County.

TRACT II. Land in Davidson County, Tennessee, being parts of Lots No. 265, to 269, both inclusive, and a part of Vine Street or Seventh Avenue, as now closed, on the Plan of Ewing and Whitmore's Plan of Lots of record in Book 14, page 202, and described according to a copy of a survey thereof made June 18, 1956, by Winn Bros. Engineering Company, as follows:

Beginning at a point in the west margin of Vine Street, shown on said Plan as now closed, and the intersection of the east line of the land in question; thence northwesterly 105.86 to a railroad spike; thence at right angle southwesterly 75 feet to an iron pin in the east Right-of-way line of the L & N Railroad Company; thence with the Right-of-way line, southeasterly 136.08 feet to a corner of the land to be owned by J.J. Sanders, thence along Sanders' new northerly line northeasterly 75 feet to an iron pin in the old Right-of-way of Vine Street or Seventh Avenue, now closed; thence northwesterly 29.82 feet to the point of beginning.

Included in Tract II of the above described property, but specifically excluded from this conveyance is the following described property: beginning at a point in the northeasterly margin of the L & N Railroad Right-of-way at Joda F. Austin's northwest corner; thence north 49 degrees 55 minutes west 42.8 feet to a point being 95.2

feet southerly from the intersection of said railroad Right-of-way and the easterly margin of Ewing Street; thence north 70 degrees 40 minutes east 92.9 feet to the westerly margin of Seventh Avenue South, formerly Vine Street and being in Joda F. Austin's northeast corner; thence with Austin's line, south 40 degrees 09 minutes west, 75 feet to the point of beginning and containing 1600 square feet being the same property conveyed to the State of Tennessee by deed from James B. McClendon and wife, Bertie W. McClendon of record in Book 4326, page 422, Register's Office for Davidson County, Tennessee.

Tracts I and II being the same property conveyed to James W. McClendon by deed from James B. McClendon and wife, Bertie W. McClendon, of record in Book 4493, page 411, Register's Office for Davidson County, Tennessee and being the same property devised to Martha C. McClendon under the Will of James W. McClendon of record in Book 6145, page 602, Register's Office for Davidson County, Tennessee.

This is improved property located at 802 Ewing Avenue, Nashville, Tennessee 37203.

TO HAVE AND TO HOLD said real estate, with the appurtances, estate, title and interest thereunto belonging, to the said Thomas H. Pratt, Jr., and Donald W. Pratt, as tenants in common, their heirs and assigns. Martha C. McClendon covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and the same is unencumbered.

GRANTOR does further covenant and bind herself, her heirs and assigns, to warrant and forever defend the title to Thomas H. Pratt, Jr., and Donald W. Pratt, as tenants in common, their heirs and assigns, against the lawful claims of all persons.

TRUST PROVISIONS

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 all installments thereof as they mature and the performance of all covenants herein provided, and for the consideration of One Dollar paid in cash, the receipt of which is acknowledged, Thomas H. Pratt, Jr., and Donald W. Pratt, (GRANTEES) hereby transfers and conveys unto Richard D. Bird, Trustee, his successors and assigns, the said real estate in Davidson County, Tennessee hereinbefore described, with the appurtenances, estate, title and interest thereunto belonging upon the following uses and trusts:

1. Payment of Debt. GRANTEES shall promptly pay the indebtedness secured hereby and comply fully with the terms of said promissory note and this Installment Deed.

2. Payment of Taxes and Assessments. GRANTEES shall pay all taxes and assessments of any kind that have been or may be hereafter levied or assessed against the property, the said note, or upon the interest of TRUSTEE and GRANTOR in the property, when due and before delinquent. GRANTEES shall procure and deliver to GRANTOR the official receipt of the collecting official showing timely payment of all such taxes and assessments. GRANTEES will not be required to pay such taxes or special as-

sessments if the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and further, that arrangements satisfactory to GRANTOR have been made to secure payment upon the exhaustion of remedies and relief sought.

3. Other Liens. GRANTEES shall keep the property free from all liens of any kind which may in any way impair the security of this instrument, including, but not limited to, liens for labor performed and materials furnished, levies, charges, fines and taxes by any governmental authority, and all charges made by utility companies for utilities and services to the premises.

4. Insurance. GRANTEES shall keep the improvements now existing or hereafter erected on the premises insured against losses and damages covered by a standard fire insurance company with extended coverages including vandalism and malicious mischief in the amount equal to the insurable value of the property. All insurance shall be underwritten by reputable insurance companies in good standing, licensed and qualified to do business in the State of Tennessee. GRANTEES shall deliver certified copies of said policies of insurance to GRANTOR, and all such insurance shall contain a standard mortgage endorsement extending the benefit of all coverages to GRANTOR with proceeds for losses payable to GRANTEES and GRANTOR as their interest may appear. All such insurance shall be renewed and evidence thereof furnished to GRANTOR at least twenty (20) days prior to expiration, and in all instances, all policies shall stipulate reasonable notice to GRANTOR before cancellation.

5. Related Documents. The lien of this Installment Deed is to secure the payments due under that certain Promissory Note executed by GRANTEES, payable to the order of GRANTOR, of even date herewith and more particularly described hereinabove, and which note shall be a related document to which specific reference is here made and any default or omission in the terms and provisions of said Note shall constitute a default under this instrument.

6. Maintenance of Premises. GRANTEES shall operate and maintain the premises in good condition and repair and will not commit or permit any waste thereon; and shall comply with all laws, ordinances, rules and regulations by any governmental authority affecting the said premises and the uses thereon.

Further, GRANTEES shall operate and maintain the premises so as not to vitiate or impair the insurance coverages on the improvements.

7. Condemnation. GRANTEES shall promptly notify GRANTOR of the institution of any proceedings of any nature under the rights of eminent domain affecting the premises secured hereby, or any part thereof, and any condemnation monies awarded GRANTEES or received as a result of such proceedings are hereby assigned and shall be paid to GRANTOR to be applied toward the balance of sums secured by this instrument. GRANTOR shall have a lien on any money, judgment or award given or made to or in favor of GRANTEES as a result of any such condemnation proceedings, whether the same may be the subject of court proceedings or not.

A waiver by GRANTOR of any of her rights hereunder, whether allowing GRANTEES to use a portion of the proceeds for restoration or modification of the premises as may be required as a result of such proceedings or otherwise, shall not be construed as a waiver of any right or interest of GRANTOR in a subsequent proceeding.

If GRANTOR or TRUSTEE be made a party to such proceedings, TRUSTEE and GRANTOR shall have the right to defend the same

in the same manner as the GRANTEES, and all expenses reasonably incurred in connection therewith shall be an additional lien on the premises and shall be secured by this Installment Deed.

8. Bankruptcy or Insolvency. If proceedings be instituted by or against GRANTEES under any bankruptcy or insolvency law, or any other law for the benefit of creditors, or should title or possession of the said premises pass to any receiver, trustee, or assignee for the benefit of creditors, the entire indebtedness secured hereby shall, without notice, become immediately due and payable at the option of the GRANTOR.

9. Priority of Lien. It is understood and agreed that the lien of this Installment Deed shall have priority at all times over any and all mechanics', furnishers' and materialmen's liens, and GRANTOR or the holder of the note secured hereby, does not consent to any contract for labor or materials within the applicable provisions of Tennessee Code Annotated relating to such liens. No contract for labor or materials shall be let by GRANTEES except with the expressed stipulation that the mechanics' and materialmen's liens shall at all times be subordinated to the lien of this Installment Deed.

10. Granting of Easements, etc. GRANTEES shall not grant any easements, party wall rights, additional rights of ingress and egress in, to or upon the premises without the prior approval of GRANTOR, which approval will not be unreasonably or arbitrarily withheld.

11. Additional Documents. GRANTEES agree not to unreasonably withhold their consent to modification of this Installment Deed or the execution of additional documents as may be reasonably requested from time to time by GRANTOR.

12. Due on Sale. GRANTEES shall not convey nor enter into any contract to convey title to all or any part of the real property without the prior written consent of GRANTOR. A conveyance or a contract to convey without the prior written consent of GRANTOR shall constitute a default under the terms of this Installment Deed entitling GRANTOR to declare the entire indebtedness immediately due and payable at GRANTOR'S option.

13. Right to Inspect Premises. GRANTEES agree that GRANTOR, her attorneys and representatives, shall have the continuing right during the terms of this trust, during regular business hours, to enter upon and inspect the premises, which right of inspection shall not be used unreasonably.

14. Right of GRANTOR to Cure Defaults. In the event of any default hereunder, in addition to all other rights and remedies available to GRANTOR, GRANTOR may, but is not obligated to, make any payments or perform any acts herein required of GRANTOR in any form and manner deemed expedient and may, but is not required, to make full or partial payment of any taxes, liens, assessments, insurance premiums, fees and permits, lease payments and obligations of any other kind or nature not timely performed by GRANTEES. All such monies paid for any of the purposes herein authorized, and all expenses paid or accrued in connection therewith, including reasonable attorneys fees, and all other monies advanced by GRANTOR to protect the premises and the security of the lien of this Installment Deed, shall be additional indebtedness secured hereby, and such amounts shall become immediately due and payable without notice and will bear interest at the highest legal rate allowable under the laws of the State of Tennessee. Inaction by GRANTOR to cure any default or make any such payments shall not in any instance be considered a waiver of any right accruing to her on account of any default on the part of the GRANTEES.

15. Applicable Law. This agreement has been delivered

in the State of Tennessee and shall in all parts and for all purposes be construed according to the laws of the State of Tennessee.

16. Performance by GRANTEES. If GRANTEES shall well and truly perform all of the terms, conditions and provisions of this Installment Deed and the related documents, and shall pay the note secured hereby and interest according to its terms, and pay any and all other sums becoming the obligation of GRANTEES under this and the related documents, then this conveyance shall be released upon the satisfactory performance and payment of the indebtedness at the cost and upon the request of GRANTEES.

17. Default. If, however, there shall be a default under this Installment Deed or under the Note secured hereby, and such defaults are not timely cured, all sums owing by GRANTEES to GRANTOR under this Installment Deed and the note secured hereby, shall immediately, without further notice to GRANTEES, become due and payable at the option of GRANTOR, and the TRUSTEE is hereby empowered and authorized upon advertising for twenty (20) days by three (3) weekly notices in a newspaper published in Davidson County, Tennessee, or otherwise as provided by law, sell the property at public outcry at the time, place and upon terms so noticed to the highest and best bidder and in bar of all equities of redemption, homestead, dower, courtesy, and all other exemptions of every kind, all of which are hereby expressly waived by GRANTEES. Any person, including GRANTOR, her assigns and distributees, may purchase at such sale.

Upon default, TRUSTEE shall be entitled to occupy the premises and have possession of the property and any rights of occupancy and continued possession by GRANTEES shall be at the sufferance of TRUSTEE, and upon assertion by TRUSTEE of his right of possession, GRANTEES shall peaceably surrender same. TRUSTEE may, at any time after default, enter and take possession of the property, but in the event TRUSTEE fails to do so, the purchaser at the TRUSTEE'S sale shall be entitled to immediate possession of the premises and of the property upon the delivery of TRUSTEE'S deed to purchaser.

18. Redemption. GRANTEES do hereby expressly waive and relinquish all rights and benefits under any statute or law now or hereafter in force providing for the redemption of land sold under deeds of trust, security agreements, and mortgages. Also waived are all statutory rights of redemption, specifically under T.C.A., Section 66-8-101 and all amendments and substitutions thereto and further, the rights of the surviving spouse to statutory or elective shares are also expressly waived.

19. Duties of TRUSTEE. Upon taking possession of the premises and property, TRUSTEE shall be obligated only to account for the net rents, proceeds, and accounts actually received by him.

The proceeds of any sale shall be applied by the TRUSTEE as follows:

(a) to the payment of all costs, charges, and expenses of executing this trust and enforcing the lien as herein provided, including reasonable attorneys fees for advice in the premises;

(b) the cost of instituting or defending any litigation which may arise on account of the execution of powers and duties under this conveyance;

(c) the cost of insurance and all other expenses and charges reasonably incident and necessary for the protection and preservation of the property;

(d) cost of effecting the sale and reasonable compensation to the TRUSTEE;

(e) to the payment of all taxes, liens, and charges which may be unpaid upon the premises;

(f) to the payment of the indebtedness secured hereby including all accrued interest thereon and any additional sums owing to the GRANTOR pursuant to this Installment Deed and related documents;

(g) the residue, if any, shall be paid to GRANTEES, their heirs, or assigns.

20. Substitute TRUSTEE. The death, disability or failure to act by the TRUSTEE shall in no way limit or adversely affect the rights and interest of GRANTOR under the terms of this Installment Deed. The GRANTOR, her assigns, distributees or the holders of the Note secured hereby, or any of them having a majority in interest therein, may at any time and without notice to GRANTEES or TRUSTEE, replace the TRUSTEE named herein and appoint his successor by an instrument in writing recorded in the Register's Officer for Davidson County, Tennessee. The appointment of the substitute TRUSTEE shall be effective upon recording in the Register's Office and such shall, unless specifically limited therein, confer upon the TRUSTEE so named, all of the rights, titles and powers granted herein and shall be subject to all of the same obligations and duties as if he were the original TRUSTEE.

21. Waiver of Bond. All parties in interest hereby waiver the necessity of the TRUSTEE making oath, filing inventory, or giving bond as security for the execution of this trust.

22. Severability of Provisions. It is agreed that all paragraphs and provisions of this Installment Deed are severable and that if any part hereof shall be deemed illegal or unenforceable, such shall not affect or diminish all of the terms, provisions and agreements herein.

IN WITNESS WHEREOF, the parties to this instrument have caused their names to be signed hereto, on this 28th day of August, 1985.

Martha C. McClendon (GRANTOR)

Thomas H. Pratt, Jr. (GRANTEE)

Donald W. Pratt (GRANTEE)

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, W. Allen Bryan III, a Notary Public of the State and County aforesaid, MARTHA C. McCLENDON, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that she executed the foregoing instrument (Installment Deed) for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 28th day of August, 1985.

W. Allen Bryan III
NOTARY PUBLIC

My Commission Expires: 10-19-86

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, W. Allen Bryan III, a Notary Public of the State and County aforesaid, THOMAS H. PRATT, JR., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument (Installment Deed) for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 28th day of August, 1985.

W. Allen Bryan III
NOTARY PUBLIC

My Commission Expires: 10-19-86

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, W. Allen Bryan III, a Notary Public of the State and County aforesaid, DONALD W. PRATT, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument (Installment Deed) for the purposes therein contained.

Witness my hand and seal, at office in Nashville Tennessee, this 28th day of August, 1985.

W. Allen Bryan III
NOTARY PUBLIC

My Commission Expires: 10-19-85

BOOK 6641 PAGE 739

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transaction is $152,800.00.

Thomas Craft
AFFIANT

Subscribed and sworn to before me, this 28th day of August, 1985.

William Bryan Jr.
NOTARY PUBLIC

My Commission Expires: 10-19-86

321109

IDENTIFICATION REFERENCE

AUG 28 11 15 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6641 PAGE 740

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

152800.00- CAMT.
112800.00- MAMT.
397.20 CSTAX
110.80 MSTAX
.50 PRFEE
27.00 WDEED
CHECK 535.58-
1719A08/28/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

32109

IDENTIFICATION REFERENCE

AUG 28 11 15 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 167583