INSTALLMENT DEED

For and in Consideration of the sum of Three Hundred Fifty-Two Thousand Five Hundred and No/100 ($352,500.00) Dollars, of which One Hundred Two Thousand Five Hundred and No/100 ($102,500.00) Dollars, has been paid in cash by Ratilal D. Patel and wife, Indira R. Patel the receipt of which is hereby acknowledged, and for the remainder Two Hundred Fifty Thousand and No/100 ($250,000.00) Dollars, the said Ratilal D. Patel and wife, Indira R. Patel have executed two (2) first lien notes of even date herewith for the amounts of $225,000.00 and $25,000.00 payable to the order of Oliver H. Dale and wife, Claudine M. Dale in installments with interest at the rate of 10% per annum on the entire outstanding indebtedness,

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained

~~all of said notes bearing interest and providing for payment of attorney's fees, and to secure the payment of said notes principal and interest and attorney fees is expressly reserved~~

on the land herein conveyed,

Oliver H. Dale and wife, Claudine M. Dale

have this day bargained and sold, and do hereby transfer and convey unto the said

Ratilal D. Patel and wife, Indira R. Patel, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being Tract A-1 and an unnumbered tract lying south of the same as shown on the Map of Tamble Subdivision, as of record in Book 974, Page 31, Register's Office for said County.

Said Lot No. A-1 and said unnumbered tract adjoin and front together 443.5 feet on the westerly side of U. S. Highway No. 41 and run back between parallel lines 600 feet along the south margin of Homestead Road, as widened, and located by instrument recorded in Book 1341, Page 346, to the east line of Lot No. C-1 on which they measure 445.8 feet, more or less.

Described herein but expressly excluded herefrom is the following described tract of land conveyed to J. G. Hailey, Sr., by deed of record in Book 1974, Page 552, Register's Office for said County.

Being part of said Tract 1-A as said unnumbered tract lying south of same, which tract measures 164 feet on the westerly side of U. S. Highway No. 41 and runs back 300 feet on the northerly line along Homestead Road and 300 feet on the southerly line to a dead line in the rear on which it measures 164 feet.
and
Also described herein but expressly excluded herefrom are two parcels of land conveyed to Arby's, Inc. by deed of record in Book 6507, Page 460, Register's Office for said County, which together front 150 feet on the westerly side of Dickerson Road and run back between parallel lines 220 feet, the southerly line being an extension of the southerly line of the property herein conveyed.

"CONTINUED ON ATTACHED PAGE"

This is unimproved ( ) improved (XX) property, known as 3200 Dickerson Road, Nashville, Tennessee 37207
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ratilal D. Patel and wife, Indira R. Patel, their 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 Ratilal D. Patel and wife, Indira R. Patel, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Ratilal D. Patel and wife, Indira R. Patel

do hereby transfer and convey unto Lucien Dale, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Ratilal D. Patel and wife, Indira R. Patel do hereby 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 at least the sum of $ the insurable value until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Ratilal D. Patel and wife, Indira R. Patel shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 Ratilal D. Patel and wife, Indira R. Patel, their representatives or assigns.

DESCRIPTION "CONTINUED"

Being part of the same property conveyed to Tommie E. Earps, Oliver H. Dale and wife, Claudine M. Dale by deed from Jake W. Sheridan, Sr. and wife, Catherine G. Sheridan of record in Book 4560, Page 658, Register's Office for Davidson County, Tennessee. And being the same property in which Tommie E. Earps, being one and the same person as Thomas Edward Earps, died seized and possessed of an one-half (1/2) undivided interest, and which was devised to Robert R. Dunn and wife, Katherine Dunn by Last Will and Testament of Thomas Edward Earps of record in Book _____, Page _____, Register's Office for Davidson County, Tennessee. The said Robert R. Dunn and Katherine Dunn conveyed their interest to Oliver H. Dale and wife, Claudine M. Dale by deed of record in Book 4870, Page 743, Register's Office for Davidson County, Tennessee.

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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Lucien Dale, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Oliver H. Dale and wife, Claudine M. Dale and Ratilal D. Patel and wife, Indira R. Patel hereunto set our hands at Nashville, Tennessee, this thelst day of October 19 85

Oliver H. Dale

Oliver H. Dale

Claudine M. Dale

Claudine M. Dale

Ratilal D. Patel

Ratilal D. Patel

Indira R. Patel

Indira R. Patel

STATE OF TENNESSEE
Davidson County

BOOK 6670 PAGE 493

Personally appeared before me, Martha Shapard, a Notary Public in and for said County and State, the within named Oliver H. Dale and wife, Claudine M. Dale and Ratilal D. Patel and wife, Indira R. Patel

the bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this lst day of October, 19 85

Commission Expires 7/27/86

Martha Shapard, Notary Public.

STATE OF

County.

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the 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 this

day of , 19

, Notary Public.

Commission Expires

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6670 PAGE 494

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I personally acquainted, and who, upon oath, acknowledged self to be ,

of the ,

the within named bargainor, a corporation, and that he as such ,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in ,

this day of , 19 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

Oliver H. Dale and wife,
Claudine M. Dale

TO

Ratilal D. Patel and wife,
Indira R. Patel

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

RUSH

IDENTIFICATION REFERENCE

40883

FELIX Z. HASSON, REGISTER
DAVIDSON COUNTY, TN
OCT 2 10 08 AM '85

FOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Ratilal D. Patel and wife, Indira R. Patel (NAME)	Same (NAME)	60-4-100
3200 Dickerson Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
Post Office Box 2868
Nashville, Tennessee 37219
615/255-7443

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 352500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF October 1985.

Notary Public

MY COMMISSION EXPIRES: 7/27/86

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6670 PAGE 495

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
			352500.CO- CAMT.	
			250000.CO- MAMT.	
			916.50 CSTAX	
			248.00 MSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 1180.0[illegible]	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4118833 IDENTIFICATION REFERENCE

Oct 2 8 39 AM '85 FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

338A10702785 BAL .00

No. 177912