PREPARED BY:
Hunter Short, Attorney
323 Union Street
Nashville, TN 37201
615/255-7496

INSTALLMENT DEED

BOOK 6780 PAGE 526

| New Owner: | Send Tax Bills To: | Map & Parcel No.: |
|---|---|---|
| Robert N. Gregory, Trustee<br>3621 Grandview Ave<br>Nashville, Tn.<br>37211 | Same | Pt. Map 94<br>Parcel 42 |

FOR AND IN CONSIDERATION OF the sum of One Hundred Thirty Thousand Dollars ($130,000), of which $26,000 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantee has given his note of even date in the amount of $104,000 payable to grantor as therein set out; reference is here made to said note for the terms and conditions thereof; and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

I, Don H. Ware (being married, but subject property is not a residence and his principal residence is maintained elsewhere), hereinafter called the grantor, have this day bargained and sold, and do hereby transfer and convey unto Robert N. Gregory, Trustee, with full power to sell, transfer, convey, mortgage, or otherwise encumber without joinder of any beneficiary, herein called grantee, his successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being a part of Tract 4 on a survey of A&A Engineers, Inc., of Riverhills Industrial Park, dated November 1, 1979, as follows:
>
> Beginning at a point in the westerly margin of Spence Lane, being the northeast corner of property conveyed to Mike Rose Foods, Inc., by deed from Don H. Ware of record in Book 5838, page 715, Register's Office for Davidson County, Tennessee; thence along said westerly margin of said Spence Lane in a northerly direction 409.96 feet to an iron pin; thence leaving said margin S 76° 29' 24" W 603.21 feet to an iron pin; thence S 24° 54' E 551.91 feet to the northwest corner of property conveyed to Mike Rose Foods, Inc., by deed as aforesaid; thence S 61° 53' W 521.97 feet to the point of beginning and containing 6 acres, more or less.
>
> Being the same property conveyed to Don H. Ware by quitclaim deed from Don Harvey Ware, Jr., and Michael Scott Ware of record in Book 6687, page 975, Register's Office for Davidson County, Tennessee, and by deed from Riverhills, Inc., of record in Book 5545, page 817, said Register's Office.
>
> This is unimproved property known as 6.2 acres, Spence Lane, Nashville, TN.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his successors and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my successors and representatives, to warrant and forever defend the title to the said real estate to said grantee, its successors 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 me in hand paid, I, the said grantee herein, do hereby transfer and convey unto Hunter Short, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid,

only. I, the said grantee, 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 $ -0- 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 interest may appear. I 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 I 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 I, the said grantee, 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 I 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; I 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 30 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 20 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 courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right to redeem property as provided in T.C.A. § 66-8-101, 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 conveyance. I 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. I 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: The residue, if any, will be paid to the grantee herein, his successors, 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 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 the said trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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.

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IN WITNESS WHEREOF, we, the said grantor and grantee, have hereunto set our hands this the 7th day of February, 1986.

Don H. Ware

Robert N. Gregory, Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Don H. Ware and Robert N. Gregory, Trustee, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 7th day of February, 1986.

Gail A. Moore
Notary Public
My Commission expires: 1-18-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $130,000.

Affiant

Subscribed and sworn to before me, this the 7th day of February, 1986.

Gail A. Moore
Notary Public
My Commission expires: 1-18-87

7.5290

IDENTIFICATION REFERENCE

FEB 11 9 11 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 6780 PAGE 929

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 130[illegible].00- | CMMT. |
| | | | 194[illegible].00- | MMT. |
| | | | 390.00 | CSTAX |
| | | | 182.00 | MSTMX |
| | | | .50 | PRFEE |
| | | | 5.00 | MDEED |
| | | | CHECK | 419.50- |
| | | 87[illegible]02/11/86 | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

75290

IDENTIFIT REFERENCE

FEB 11 9 11 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 218283