PREPARED BY:
CHARLA S. HAAS
ATTORNEY AT LAW
1610 PARKWAY TOWERS
NASHVILLE, TN 37219

MAP NO. 41
12
PARCEL NO. 134

SEND TAX BILLS TO:
JOSEPH D. MAXWELL
915 MURFREESBORO RD.
NASHVILLE, TN 37217

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of **Four Hundred Sixty Thousand Dollars** ($460,000.00) of which **Four Thousand Seven Hundred Forty-eight and 06/100 Dollars** ($4,748.06) has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an Installment Deed Note providing for payment of the balance due, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, **TSC Industries, Inc.**, a Delaware Corporation, successor by merger to Tractor Supply Co., a Delaware Corporation, hereinafter called the grantor, has this day bargained and sold, and does hereby grant, transfer, sell and convey unto **Joseph D. Maxwell and Juliann K. Maxwell**, as tenants by the entirety with right of survivorship, their heirs and assigns, hereinafter called grantees, certain real estate in Davidson County, Tennessee, more particularly described as follows:

Being Lot No. 1 on the plan of the resubdivision of part of lot 5, Section Two, Bellshire Estates, as of record in book 4350, page 8, Register's Office for said County, described as follows:
Beginning at a point, a concrete monument in the westerly margin of Dickerson Pike, at the beginning of a curve into Westchester Drive; thence with the margin of said Pike, northerly 175 feet to a point 200 feet south of the lot that was conveyed to Robert L. Eatherly by deed of record in book 2596, page 515, Register's Office for said County; thence westerly 410.79 feet to a point; thence southerly 200 feet to the northerly margin of Westchester Drive; thence with the margin of said Drive, easterly 388.85 feet to the beginning of a curve; thence around said curve northeasterly 39.3 feet to the point of beginning. Being the same property conveyed to Tractor Supply Co., a Delaware Corporation, by deed from North America Life Insurance Company of Chicago of record in book 5591, page 800, said Register's Office.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

Grantor further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said installment note, as it matures, as hereinafter provided, and for the consideration of Ten Dollars ($10.00), to us in hand paid, we, the said grantees herein do hereby transfer and convey unto **C. P. Bartley, Trustee**, 915 Murfreesboro Road, Nashville, Tennessee 37217, 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 grantees 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 **Four Hundred Sixty Thousand Dollars** ($460,000) until the note 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 and holder of said note, as his interest 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 grantees, 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 party 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 installment note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said installment note, within thirty (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 installment note, or any of said notes then past due and unpaid, all remaining unpaid installments 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 thirty (30) days' notice by three (3) 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said installments, 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 installments 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 the grantees herein, their heirs, 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 note, or, if more than one, then of the first-maturing unpaid installment, 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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 3rd day of January, 1986. The grantor being a corporation has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents.

TSC INDUSTRIES, INC., GRANTOR

Thomas J. Hennessy III
BY: Thomas J. Hennessy
President

Joseph D. Maxwell
GRANTEE

Thomas O. Flood
BY: Thomas O. Flood
Vice President

Juliann K. Maxwell
GRANTEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Joseph D. Maxwell and Juliann K. Maxwell**, the bargainors, 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 the 3rd day of January, 1986.

Gwendolyn C. Herald
NOTARY PUBLIC

My Commission Expires: January 21, 1990

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Thomas J. Hennesy and Thomas O. Flood, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Vice President of TSC INDUSTRIES, INC., the within named bargainor, a corporation, and that they as such President and Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Vice President and swore that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that they signed their name thereto by like order.

Witness my hand and seal at office in Nashville, Tennessee, this 3rd day of January, 1986.

Gwendolyn C. Herald
NOTARY PUBLIC

My Commission Expires: January 21, 1990

The actual consideration or value, whichever is greater, for this transfer is $460,000.00.

Charla S Haas
AFFIANT

Sworn to and subscribed before me this 20th day of November, 1986.

Peggy D. Chapman
NOTARY PUBLIC

My Commission Expires: 11/1/87

65471

IDENTIFICATION REFERENCE

Nov 20 2 12 PM '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 7046 PAGE 138

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
			460[illegible].10- CAPIT.	
			45525[illegible].94- NAPIT.	
			1288.00 CSTAX	
			453.[illegible]0 MSTAX	
			.50 PRFEE	
			12.00 WDSTD	
			CHECK 1753.30-	
			08504A1 /20/86 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

65471

IDENTIFICATION REFERENCE

Nov 20 2 12 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 14411