This instrument was prepared by:
Tom B. Harris, Jr., Attorney
108 Frey Street, P. O. Box 37
Ashland City, Tennessee 37015

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of One hundred fifty thousand ($150,000.00) dollars, of which Twenty-five thousand ($25,000.00) dollars has been paid in cash by GARY WAYNE EDGE, the receipt of which is hereby acknowledged, and for the remainder of One hundred twenty-five thousand ($125,000.00) dollars, the Purchaser has executed and delivered his negotiable Installment Deed and Security Agreement Promissory Note (hereinafter referred to as "the purchase money note") bearing even date, and more completely described hereinafter, and to secure the payment of the said note a lien is expressly retained on the land herein conveyed, BEVERLY HOPKINS, a single person (hereinafter referred to as "the Grantor"), has this day bargained and sold, and does hereby transfer and convey unto GARY WAYNE EDGE (hereinafter referred to for all purposes as "the Purchaser"), his heirs, successors and assigns, certain real estate ("the real estate") in the 2nd Civil District of Cheatham County, Tennessee, and 1st Councilmanic District of Metropolitan Nashville/Davidson County, Tennessee, more particularly described as follows:

TRACT ONE: Land lying in the Second Civil District of Cheatham County, Tennessee, and the First Councilmanic District of Davidson County, Tennessee, described as follows: Beginning at a point in U.S. Highway 41-A and continuing with center line, S 36 degrees 46' E 180 feet; thence leaving the highway S 57 degrees 47' W 185.2 feet to an iron pin set on the bank of a small stream; thence with the bank of said stream N 32 degrees 49' W 114.5 feet to an iron pipe; thence leaving said stream S 57 degrees 47' W 129.2 feet to an iron pin in the margin of a wooded area; thence S 24 degrees 28' E to the Davidson-Cheatham County line 343.6'; thence with the County line to Oaks-Smith line, marked by an iron pipe; thence with the property line of Thompson & Oaks & Smith S 88 degrees W 865.6 to an angle iron set at the Southwest Corner of the tract being described; thence along the western boundary 1140.4 feet to an iron rod set in a fence in the South margin of Hicks Road; thence with Hicks Road along a fence N 88 degrees 54' E 163.7 feet to an iron pipe set in the West property line of Felts; thence with Felts S 45 degrees 07' E 150.0 feet to an iron rod; thence with Felts S 20 degrees 05' W 356.6 feet to an iron

rod; thence continuing with Felts S 26 degrees 02' E 545.1 feet to an angle iron, the SW corner of Felts; thence N 57 degrees 47' E passing an iron pipe at 809.13' set in the West right of way of U.S. 41-A, in all 864.3' to a point in the center line of U.S. 41-A, the point of beginning. This tract contains 10.9 acres, more or less.

The Grantor herein does further hereby convey any right, title or interest which she may have in and to a certain easement for water line of record in Book 164, Page 281, of the Register's Office for Cheatham County; and in and to an easement for right of way referred to in a deed of record in Book 197, Page 583, said Register's Office.

TRACT TWO: Land in the 2nd District of Cheatham County, Tennessee, beginning at a point in the center of U.S. Highway 41-A, 180 feet southeast of the Felts Land go S 57 degrees 47' W 185.2 feet to an iron pin set on the bank of a small stream; thence with the bank of said stream N 32 degrees 49' W 114.5 feet to an iron pipe; thence leaving said stream S 57 degrees 47' W 129.2 feet to an iron pin in the margin of a wooded area; thence S 24 degrees 28' E to the Davidson-Cheatham line 343.6 feet; thence with said County line in a northeasterly direction to the point of the beginning. The entire area believed to be in Cheatham County, and is improved by a modular unit set on concrete block and being a fixed improvement of the said tract. Said tract contains approximately 1.2 acres.

TRACT THREE: Land in Metropolitan Nashville/Davidson County, Tennessee, being in the 1st Metropolitan Councilmanic District of said County, beginning at a point in the center of U.S. Highway 41-A, a common corner with the Oaks-Smith property. Thence with Oaks-Smith north line passing a post in the margin of the said highway and running with a fence S 88 degrees W to the Davidson-Cheatham County line (approximately 575 feet); thence in northeasterly direction with the said line to a point in the center of U.S. Highway 41-A; thence with the center line of said Highway 560.3 feet to the point of beginning.

THE SAID THREE TRACTS are the same property conveyed to Beverly Hopkins by a deed from Neil Chaffin and wife, Sandra Chaffin, of record in Book 241, Page 408, in the Register's Office for Cheatham County, Tennessee, and in Book 6779, Page 948, in the Register's Office for Davidson County, Tennessee.

As adjudicated by the Chancery Court for Cheatham County, Tennessee, in the case of Beverly Jean Hopkins vs. A. Paul Ford, Cheatham County Building Commissioner, and Cheatham County, A Public Corporation, Docket No. 4408, the following described parcel of property included in the property hereby conveyed was being used for the operation of an automobile dismantling and recycling and parts sale business at the time of the adoption of The Zoning Ordinance of Cheatham County, Tennessee on June 25, 1973, and the said use contitutes a nonconforming use as allowed by Article IV of the said Ordinance, the said

following described parcel being referred to hereinafter as "the nonconforming parcel":

Land in the Second Civil District of Cheatham County particularly described by metes and bounds as follows:

BEGINNING at an iron pipe on the western margin of U. S. Hwy. 41A, said pipe being the most northerly corner of the herein described tract; thence with said right-of-way S. 36 degrees 46' 00" E., 129.02 feet to an iron pipe set at the intersection of said right-of-way and the Cheatham Davidson County Line (as located by Tennessee State Highway Drawing No. "DAVIDSON 517B 1947 26"); thence with said County line S. 20 degrees 00' 00" W., 516.97 feet to an iron pin in Dillon's north line; thence with said Dillon line S. 87 degrees 10' 06" W., 261.17 feet to an iron pin, said pin being the most southwesterly corner of herein described tract; thence N. 26 degrees 06' 44" W., 210.83 feet to an iron pin; thence N. 16 degrees 41' 33" E., 163.79 feet to an iron pin; thence N. 57 degrees 47' 39" E., 480.04 feet to the point of beginning, containing 4.41 acres more or less.

TO HAVE AND TO HOLD the real estate, with the appurtenances, estate, title and interest thereto belonging, including the aforesaid nonconforming use, to the Purchaser, his heirs, successors and assigns, forever. The Grantor covenants that she is lawfully seized and possessed of the real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

THE GRANTOR further covenants and binds herself, and her heirs, successors and representatives, to warrant and forever defend the title to the real estate to the Purchaser, his heirs, successors and assigns, against the lawful claims of all persons.

THE PURCHASE MONEY NOTE is stipulated and acknowledged to bear even date, be executed by the Purchaser, be in the original principal sum of One hundred twenty-five thousand ($125,000.00) dollars, provide for interest from date at the rate of Nine (9%) per cent per annum, and be repayable in one hundred eighty (180) equal and consecutive monthly installments of principal and interest in the amount of $1,267.84 each beginning on July 1, 1987, but subject to acceleration in the event of default in the keeping of the terms of this installment deed, the

hereinafter-described security agreement, or of the purchase money note.

AND NOW, for the purpose of better and more effectually securing payment of the purchase money note as described hereinbefore, and to render unnecessary court proceedings for the enforcement of the lien retained by the Grantor as aforesaid in the event of the non-payment of any of the installments to come due on the purchase money note or in the event of the default by the Purchaser in the keeping of any of the terms of the said note or of this installment deed, as hereinafter provided, and for the consideration of the extension of the credit to him evidenced by the purchase money note, and for the additional consideration of One ($1.00) dollar, to him in hand paid, the Purchaser does hereby transfer and convey unto Tom B. Harris, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, interest, rents, issues, and profits, all buildings now or hereafter erected on said premises, and all fixtures and equipment now or hereafter attached to the same and thereto belonging, for the purpose aforesaid, only.

THE SAID Gary Wayne Edge does hereby covenant and agree:

(1) to pay the indebtedness evidenced by the purchase money note when due, or any extensions, modifications or renewals thereof;

(2) that this instrument shall further secure the full, prompt and final payment of any other indebtedness that the Purchaser may now or hereafter owe the holders of the indebtedness directly or as an endorser or security for others;

(3) that any and all buildings, structures, fixtures and improvements constructed or to be constructed on the premises or attached to said premises, now or hereafter, shall become a part of the security for this installment deed;

(4) to keep said premises free from all liens that may become superior to the lien in this instrument;

(5) to pay all taxes and assessments of every kind and character levied on the within described property, when the same shall become due and payable, and promptly deliver the official receipt to the holders of the indebtedness;

(6) (This paragraph or section was reserved for the requirement that the Purchaser carry property insurance with the Grantor named as an additional insured but such requirement is expressly waived by the Grantor);

(7) to keep all improvements located on the property in good repair;

(8) not to allow waste to the land or any of the improvements;

(9) that, upon default in the payment of any such lien, taxes, assessments, or upon failure to keep said buildings on the premises in good repair, the holders of the indebtedness may pay such taxes, liens, assessments, effect such insurance, and make such repairs as in their discretion they may deem necessary for the proper preservation thereof, and the sums so paid shall be a further lien on the premises under this instrument, payable forthwith, with interest at the rate applicable to the principal balance of the purchase money note;

(10) that, if the Trustee or the holders of the indebtedness shall become party to any suit or proceedings at law or in equity in reference to their interest in the premises herein conveyed, the reasonable costs, charges and attorney's fees in such suit or proceeding shall be a further lien on the premises under this instrument, payable forthwith, with interest at the rate applicable to the principal balance of the purchase money note, PROVIDED, HOWEVER, that such suit or proceedings shall have been brought by a third party on account of an act or omission on the part of the Purchaser, which act or omission would be a default by the Purchaser in the keeping of the terms of the purchase money note or of this installment deed;

(11) that, in the absence of the prior written consent of the holders of the indebtedness, if all or any part of the premises or any interest therein is sold, transferred, encumbered or restricted, including without limitation, (a) the creation of a lien, charge, restriction or encumbrance against the premises whether or not subordinate to the lien of this installment deed, the transfer of all, part of, or any interest in the beneficial or equitable title to the premises, or (b) the filing of any tax lien, judgment lien or any other type of lien against the premises, the holders of the indebtedness may, at any time after actual knowledge of the actual or attempted sale, transfer, disposition, encumbrance or restriction, declare all secured indebtedness to be immediately due and payable; and

(12) that the Purchaser's default in the keeping of any of the terms of a certain Security Agreement granting to Grantor a perfected uniform commercial code security interest in and to the personal property described therein to further secure the payment of the purchase money note shall be considered, and enforcible in the same manner as, a default in the Purchaser's keeping of the terms of the purchase money note or of this installment deed;

(13) that he will at all times, for so long as any part of the purchase money note is unpaid, cause the parcel described hereinbefore and called "the nonconforming parcel" to be used for the operation of an automobile dismantling and recycling and parts sale business with a sufficient size inventory and with sufficient sales volume to assure that the adjudicated nonconforming use is not abandoned; and, finally

(14) that consent, as required by the terms hereof, shall not be unreasonably withheld.

Now, if the Purchaser shall pay all installments of the said purchase money note as they come due, together with any other indebtedness that the grantor may now or hereafter owe the holders of this indebtedness, and shall keep all covenants hereinabove made, this conveyance in trust shall be null and void; but should the Purchaser fail to do so, then, at the option of the lawful owner and holder of the said purchase money note, the entire remaining balance of the said purchase money note shall become due and payable at once, without notice, and the Trustee, herein named, or his agent or attorney, is authorized and empowered to take charge of the real estate, and after advertising the same for sale at least three (3) different times in a newspaper of general circulation published in the county where the sale is to be made, the first publication to be at least twenty (20) days prior to the sale, announcing the time, terms and place of sale, he will sell the real estate at the south door of the Davidson County Courthouse, to the highest and best bidder for cash, free from the right of redemption, homestead and dower,and free from the statutory right of redemption under T.C.A. Section 66-8-101, all of which are hereby expressly waived, conveyed and cut off. The Purchaser expressly covenants that the land shall, at the option of the Trustee, be sold as a whole and not in parcels and any right or privilege conferred upon the grantor or subsequent owner of the encumbered land, by any statute, to have a sale in parcels is hereby expressly waived.

In the event of a sale hereunder, the Trustee will make the buyer a deed to the real estate, and the owners and holders of the indebtedness secured hereby may bid on and purchase the real estate as though disinterested.

From the proceeds of said sale, the Trustee will first pay the cost of expenses of foreclosure, including a reasonable attorney's fee; he will next pay, in order, the purchase money

note hereby secured, together with any other indebtedness that the grantor may, at that time, owe the holders of the indebtedness; and the balance, if any, will be paid to the Purchaser or to her order.

In the event of a sale hereunder, the Purchaser and all persons holding under him shall be and become tenants at will of the buyer of the real estate, from and after the execution and delivery of a deed to the real estate, said tenancy to be terminated at the option of the said buyer, upon five (5) days' written notice.

The Trustee shall not be required to execute a bond for the performance of his duties hereunder.

If, for any reason, the Trustee, herein named, should be unable or refuse to act, then the holders of the indebtedness may appoint a substitute Trustee, in writing, which writing must be duly acknowledged and recorded in the Register's Office in any county where the real estate is located and the substitute Trustee, so appointed, shall be clothed with all the powers and vested with all the duties imposed upon the Trustee herein named.

Time is of the essence of this contract, and acceptance of partial or delinquent payments or failure of the holders of the indebtedness to exercise any right or remedy shall not constitute a waiver of any other similar default occurring at a later date.

Dianne Edge, the wife of the Purchaser, executes this instrument for the purpose of conveying to the said Trustee any marital interest which she may have in the said property as the wife of the said Purchaser but, however, not for the purpose of becoming liable for the payment of any part of the purchase money

note or any other payment for which the Purchaser might become liable pursuant to the terms of this instrument.

IN WITNESS WHEREOF, the parties have executed this installment deed in Ashland City, Cheatham County, Tennessee, on this 5th day of June, 1987.

Beverly Hopkins
BEVERLY HOPKINS

Gary Wayne Edge
GARY WAYNE EDGE

Dianne Edge
DIANNE EDGE

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, Aubrey J. Harris, a Notary Public in and for said County and State, the within named Gary Wayne Edge and wife, Dianne Edge, the bargainors, 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 seal, at office in Ashland City, Tennessee, this 5th day of June, 1987.

Aubrey J. Harris
Notary Public

My Commission Expires: June 28, 1987

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, Aubrey J. Harris, a Notary Public in and for said County and State, the within named Beverly Hopkins, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Ashland City, Tennessee, this 5th day of June, 1987.

Aubrey J. Harris
Notary Public

My Commission Expires: June 28, 1987

NEW OWNER:

Gary Wayne Edge
Rt. 3, Box 302
Joelton, Tennessee 37080

SEND TAX BILLS TO:

Same as new owner

MAP & PARCEL NOS.

Davidson County	13-18	Cheatham County	39-11503
	13-19		39-11509
	13-12		

STATE OF TENNESSEE
COUNTY OF CHEATHAM

The actual consideration or value, whichever is greater, for this transfer is $150,000.00.

Affiant

Subscribed and sworn to before me, this the 5th day of June, 1987.

Notary Public

My Commission Expires: June 28, 1987

THE TOTAL INDEBTEDNESS UNDER ANY CONTINGENCY IN THE STATE OF TENNESSEE IS $125,000.00.

33639

IDENTIFICATION REFERENCE

JUN 5 3 00 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
CHEATHAM COUNTY:
Office of the Register 6-5, 1987
I, BETTY J. ROSS, Cheatham County Register do certify that the Foregoing instrument and certificate was received in my office at 12:01 o'clock P.m., on 6-5, 1987 entered in Note Book K, Page 351, and recorded in Book No. 256 Page 809, The following fees were paid under receipt No. 14583

STATE TAX: DEED	$ 420.00
STATE TAX: MTGS	$ 123.00
PROBATE FEE:	$ .50
RECORDING FEE:	$ 36.00
TOTAL	$ 579.50

REGISTER