# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| Southern Colortype Company, Inc. | Same | 118-07-0 096.00 |
| (NAME) | (NAME) | |
| 2927 Sidco Drive | | BH 04410 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, TN 37204 | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

FOR AND IN CONSIDERATION of the sum of --Eighty-five Thousand and 00/100 (85,000.00) --- Dollars, of which Ten Thousand Dollars ($10,000.00) --- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of $75,000.00, Grantee has executed its promissory note of even date herewith, payable in sixty (60) monthly installments of $1,502.51 each, including interest at the rate of 7.5% per annum,

BK/ 9992 PG 735

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, ALBERT R. McPHERSON and wife, MILDRED M. McPHERSON, have this day bargained and sold, and do hereby transfer and convey unto the said Southern Colortype Company, Inc., a Tennessee corporation, its (successors) and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 7 on the Plat of Berry Hill Subdivision of record in Plat Book 3300, Page 20, Register's Office for said County.

Said Lot No. 7 fronts 68 feet on the easterly margin of Berry Hill Drive, and extends back 291.1 feet on the southerly line, and 295.4 feet on the northerly line, which is a broken line to a line on the rear on which it measures 37 feet.

Being the same property conveyed to Albert R. McPherson and wife, Mildred M. McPherson, by deed from W. H. McPherson, unmarried, of record in Book 5018, Page 424, Register's Office for Davidson County, Tennessee.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 85,000 —.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 85,000.00

Subscribed and sworn to before me, this the 1st day of March 19 96

Affiant

My commission expires: 5/25/96 (Affix Seal)

Notary Public

This is { unimproved / improved (X) } property, known as 2912 Berryhill Drive, Nashville, TN 37204 (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its (successors), 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 Southern Colortype Company, Inc., 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said

hereinafter referred to as trustors, hereby transfer and convey unto Christian S. Hofstetter, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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 the sum of $ insurable value, or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 such litigation.

2nd To the payment of all taxes which may be unpaid on said premises.

3rd To the payment of all unpaid indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hand S this 1st day of March, 1996, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Albert R. McPherson

Albert R. McPherson

Mildred M. McPherson

Mildred M. McPherson

SOUTHERN COLORTYPE COMPANY, INC.

By Kenneth L. Groomes, President

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 Albert R. McPherson and wife, Mildred M. McPherson,

the bargainor S, 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 official seal at Nashville, Tennessee, this 1st day of March, 1996.

My commission expires 5/25/96 Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Kenneth L. Groomes with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President, the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Kenneth L. Groomes as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of March, 1996.

Notary Public

Commission expires 5/25/96

INSTALLMENT DEED

FROM
ALBERT R. McPHERSON and wife,
MILDRED M. McPHERSON

TO
SOUTHERN COLORTYPE COMPANY, INC.,
a Tennessee corporation

THIS INSTRUMENT PREPARED BY:
HOFSTETTER & HOFSTETTER, ATTYS.
Suite 500
230 Fourth Avenue North
Nashville, TN 37219
255-7336

PICK-UP

Published by
Ticor Title Insurance
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

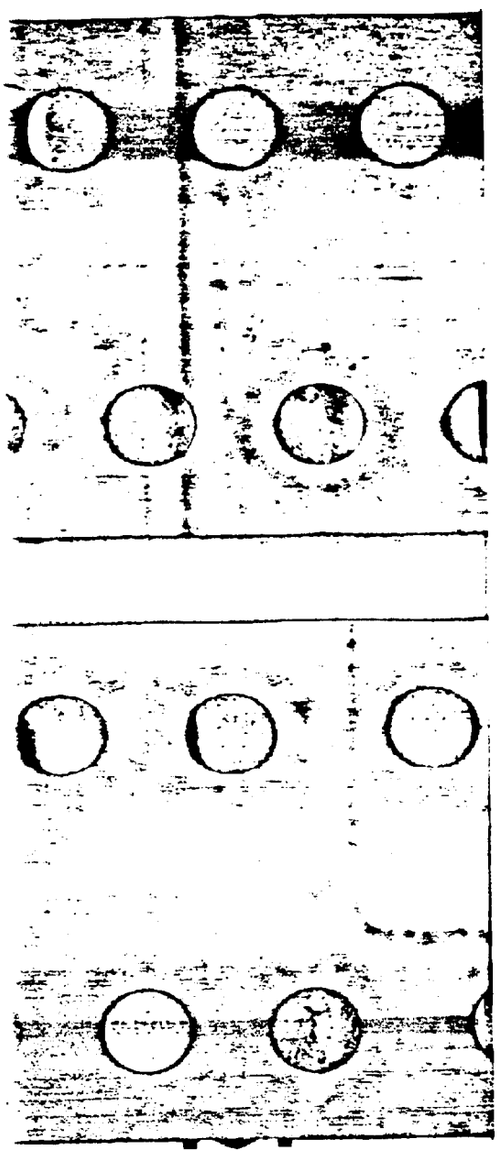
96 MAR 27 PM 2:03
FELIX T. WILSON III REGISTER
DAVIDSON COUNTY, TN.

3136 03/27 2:01 03CHECK 407.25

IDENTIFICATION REFERENCE

0 61486

9992 PG 736



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

RECEIVED OF _____

FOR _____

BOOK 9992 PG 737

| | | | | | |
|---|---|---|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | | CAMT 85000.00 |
| | | | | MAMT 75000.00 |
| | | | | CON TX 314.50 |
| | | | | MOR TX 83.95 |
| | | | | PRFEE 1.00 |
| | | | | WDEED 8.00 |
| | | | | TOTAL 407.45 |
| | | | | CHECK 407.45 |
| | | | 03/27/96 01 | 13:18 0001 3136 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0164486
IDENTIF. ↑ REFERENCE

96 MAR 27 PM 1:16
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1021156