Mail to: J. R. Coarsey Realty Company, 905 Gallatin Rd., Madison, Tenn.3711

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
J. R. Coarsey and wife,
Erminia S. Coarsey

TO
Driver Investments, a partnership

For draftsman's use
BOOK 5016 PAGE 522

This Instrument Was Prepared by
DENNEY, LACKEY, CHERNAU & CASTLEMAN
218 Third Avenue North
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Driver Investments (NAME)	Same (NAME)	M, 43
333 Gallatin Rd. South (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P, 31
Madison, Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	M, 52
		P. 41 pw

D 45220

IDENTIF. REFERENCE

APR 19 1 46 PM '76

FEE ... DAVIDSON COUNTY, TENN.

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$125,000.00 J R Coarsey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF April, 1976

Mrs Delbert R. Cabe
Notary Public

MY COMMISSION EXPIRES: 1-29-79

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty Five Thousand and no/100ths ($125,000.00) **DOLLARS**

of which $ 25,000.00 **has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder** ~~the said grantees~~ the balance of $100,000.00 evidenced by 6 promissory notes of even date herewith, two in an amount of $16,666.67 and one in an amount of $16,666.66 payable to J. R. Coarsey and three in same amounts payable to Erminia S. Coarsey, all bearing interest at the rate of Eight (8%) percent per annum on the unpaid balance and payable in three years,

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 expresely retained on the land herein conveyed,
J. R. Coarsey and wife, Erminia S. Coarsey

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
Driver Investments, a partnership

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

CO 125,000.00	MO 100,000.00
WD 6.00	MS
TD	ST 325.00
CC	ST 98.00
MR	PF 50
UCC	TOTAL 429.50

This is unimproved ( ) improved ( ) property, known as ____ (House Number) ____ (Street) ____ P. O. Address: ____ (City or Town) ____ (Postal Zone)

Land in the 11th Civil District of Davidson County, Tennessee, being described according to a property map by Barge, Waggoner and Sumner, Engineers, dated May 7, 1970, as follows:

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Beginning at a point on the easterly margin of Larkin Springs Road, 1000 feet, more or less, southerly from the southerly margin of Old Hickory Boulevard thence South 86° 30' East 400 feet, more or less, to an iron pin; thence North 4° East 285.24 feet to a concrete monument, the southwesterly corner of Kingsway Green, Section 1, Book 3842, page 227, said Register's Office; thence with said subdivision, South 85° 48' East 1118.05 feet to a concrete monument; thence South 58° 20' East 170.0 feet to a concrete monument; thence North 31° 40' East 715 feet, more or less, to a point on the southerly right-of-way for new Old Hickory Boulevard thence with Old Hickory Boulevard, South 87° 25' East 150 feet, more or less, to a point; thence North 23° West 22 feet, more or less, to a point on the south line of the Elizabeth Carlile property; thence with Carlile's south line South 87° 45' East 225 feet, more or less, to an iron pin; thence North 09° 15' West 102 feet to an iron pin; thence, continuing with Carlile's line and the southerly line of Myrtle A. Marlowe, North 69° 30' East 421 feet, more or less, to the low water line of the Cumberland River; thence with the low water line of the River, southeasterly 2500 feet, more or less, to a point in the northerly line of Madison College and Sanitarium property; thence, with said Line, North 86° 30' West 875 feet, more or less, to a point; thence southerly 145 feet, more or less to a point on the easterly margin of proposed Cheyenne Boulevard; thence, along Cheyenne Boulevard, westerly and around a curve to the left, having a radius of 830 feet, 190 feet, more or less, to a point; thence, continuing with Cheyenne Boulevard, North 77° 01' West 430 feet, more or less, to a point; thence crossing Cheyenne Boulevard and continuing with the northerly line of Madison College and Sanitarium, North 86° 30' West 1475 feet, more or less, to an iron pin; thence North 4° East 200 feet, more or less, to an iron pin; thence, north 86° 30' West passing an iron pin at 400 feet, more or less, a total distance of 1200 feet to Larkin Springs Road, said line being along the southerly margin of roadway known as Manzano Road; thence with Larkin Springs Road, North 4° East 50 feet to a point; thence, with the northern margin of said Manzano Road, South 86° 30' East 800 feet, more or less to an iron pin; thence North 4° East 215 feet, more or less, to an iron pin; thence North 86° 30' West 400 feet, more or less, to a point; thence North 4° East 200 feet, more or less to an iron pin; thence, North 86° 30' West 400 feet, more or less, to the easterly margin of Larkin Springs Road; thence, with Larkin Springs Road, North 4° East 200 feet, more or less, to the point of beginning, containing 103.66 acres, more or less.

Included in the above description, but excluded from the area, is a 60 foot wide right-of-way for Cheyenne Boulevard, severing subject property from north to south and containing 2.13 acres, more or less, being the same property conveyed to Metropolitan Government of Nashville, Davidson County, Tennessee, by deed from J. R. Coarsey and wife, Erminia S. Coarsey of record in Book 4421, page 890, Register's Office for Davidson County, Tennessee.

Also included in the above but specifically excluded therefrom and from the Lien created by this instrument, is a tract of land shown on the same property map of Barge Waggoner & Sumner, Engineers, as revised on September 30, 1970, and being more particularly described as follows:

Beginning at a point on the easterly boundary of Sandhurst Drive, being the south-easterly corner of said Kingsway Green, Section One; thence along the easterly margin of said Subdivision North 31° 40' East 715 feet, more or less, to a point on the southerly right-of-way of Old Hickory Boulevard; thence, with Old Hickory Boulevard, easterly 150 feet, more or less, to a point; thence northerly 22 feet, more or less, to a point, being the southwesterly corner of the Elizabeth Carlile property; thence,

with Carlile's line South 87° 45' East 225 feet, more or less, to a point; thence North 09° 15' West 102 feet, more or less, to a point; thence, continuing with Carlile's line and the south line of Myrtle A. Marlowe, North 69° 30' East 421 feet, more or less, to the approximate low water line of the Cumberland River; thence, with said low water line, southeasterly 1660 feet, more or less, to a point; thence, South 88° 30' West 545 feet, more or less, to a point; thence North 36° 00' West 140.00 feet to a point; thence, South 80° 00' West 215 feet to a point; thence South 87° 00' West 225 feet to a point; thence, North 71° 15' West 240 feet to a point; thence North 78° 30' West 410 feet to a point; thence, North 89° 05' West 125 feet to a point on the easterly margin of Cheyenne Boulevard; thence northerly with said Boulevard, 430 feet, more or less, to a point on the southerly margin of Kingsway Green, Section One; thence, with said Subdivision, South 58° 20' East 75 feet, more or less, to the point of beginning, containing 39.2 acres, more or less.

Being the same property conveyed to J. R. Coarsey and wife, Erminia S. Coarsey by deed from Vaden Lackey, Jr., Trustee of record in Book 4978, page 726, Register's Office for Davidson County, Tennessee.

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. 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 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 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 grantees herein do hereby transfer and convey unto Vaden Lackey, Jr., 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 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 $ none 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. 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 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 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 advise 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 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 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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 16th day of April 19 76.

DRIVER INVESTMENTS, A PARTNERSHIP

By: Kenneth Driver
PARTNER

J. R. Coarsey
J. R. Coarsey

Erminia S. Coarsey
Erminia S. Coarsey

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 Kenneth Driver, a partner of Driver Investments the bargainor, , with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 16th day of April, 19 76.

Mrs Alfred R. Aken, Notary Public.

Commission expires 1-29-77.

STATE OF TENNESSEE }
Davidson County }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. R. Coarsey, and wife, Erminia S. Coarsey

the bargainor S, 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 16th day of April 1976

Commission expires 1-29-77

Mrs Alfred R. Aken
Notary Public

, Notary Public.

Commission expires .