INSTALLMENT DEED

For and in Consideration of the sum of ----------($185,000.00)----------

ONE HUNDRED EIGHTY FIVE THOUSAND AND NO/100----------Dollars,

of which THIRTY FIVE THOUSAND AND NO/100-----($35,000.00)----------Dollars,

has been paid in cash by Jacey A. Moore, Jr.

the receipt of which is hereby acknowledged, and for the remainder -----($150,000.00)----------

ONE HUNDRED FIFTY THOUSAND AND NO/100----------Dollars,

the said Jacey A. Moore Jr., has executed his one note of even date herewith in the principal amount of $150,000.00 payable to the order of Dodson Batson and wife, Emma Batson, in monthly installments of $1,254.00 each, the first of which is due and payable on the 11 day of November 1976, and thereafter a like amount on the 1st day of each succeeding month thereafter and the remaining balance of said principal sum of the 11 day of October 1996. Said payments to be applied first to payment of interest at the rate of 8% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount both principal and interest has been paid in full.

all of said notes bearing ~~six~~ eight per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, Dodson Batson and wife, Emma Batson

have this day bargained and sold, and do hereby transfer and convey unto the said

Jacey A. Moore, Jr. his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in the 5th Civil District of Davidson County, Tennessee, described according to plat of Stanford & Associates, dated October 5, 1976, as follows:

BEGINNING at a point in the northerly margin of Pettus Road at Longs southeast corner; thence with fence North 2° 45' 00" East 750 feet; thence North 48° 00' 00" West with fence 645 feet to a point; thence North 2° 45' 00" East with fence 270 feet to a point; thence North 88° 00' 00" West with fence 735 feet to a point; thence North 4° 00' 00" East with a fence 1924 feet to a point; thence North 87° 45' 00" East with a fence 75 feet to a point; thence North 4° 15' 00" East with a fence 588 feet to a point; thence South 86° 40' 00" East with a fence 1970 feet to a point and continuing South 86° 40' 00" East with fence 1771 feet to a point in the west margin of Pettus Road; thence with said margin of said Road, and in a southerly direction 1791 feet with fence to a point; thence North 63° 00' 00" West with fence 560 feet to a point; thence South 18° 00' 00" West with a fence 281.5 feet to a point; thence North 74° 15' 00" West with fence 60 feet to a point; thence South 16° 45' 00" West 891.9 feet to a point; thence North 84° 45' 00" West with fence 427 feet to a point; thence South 2° 45' 00" West 217 feet to a point; thence North 87° 45' 00" West 200 feet to a point; thence South 2° 45' 00" West 1090 feet to the northerly margin of Pettus Road; thence with said Road, North 87° 45' 00" West 460 feet to the point of beginning, containing 186.42 acres, more or less.

BEING parts of the same property conveyed to Dodson Batson, by deed from P. M. Chaffin et al, of record in Book 3373, page 395, and by deed from C. E. Anders et ux, of record in Book 4024, page 370, Register's Office for Davidson County, Tennessee.

LOT OR TRACT RELEASE Seller or holder of the note agrees to release lots or tracts upon payment in addition to the monthly payments of a sum of money equal to $3000.00 per acre for land within 800 feet of or fronting on Pettus Road and $1200.00 per acre for remainder, providing if the lot or tract is sold for a greater sum, the entire selling price is to be paid on note and provided further that no tract will be sold cutting off entrance to the remainder until note has been paid.

This unimproved property.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jacey A. Moore Jr. his heirs 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said Jacey A. Moore Jr. his 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, I, the said Jacey A. Moore, Jr.

do hereby transfer and convey unto L. E. Fitzgerald, 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 Jacey A. Moore, Jr.

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 $ insurable value 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 interst 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 Jacey A. Moore, Jr. 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 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 trust 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:

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 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 Jacey A. Moore Jr. 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 L. E. Fitzgerald, Trustee, shall be vested in said successor.

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 Dodson Batson and wife, Emma Batson and Jacey A. Moore, Jr. hereunto set our hands at Nashville, Tennessee, this the 1st day of October 1976

Dodson Batson

Dodson Batson

Emma Batson

Emma Batson

Jacey A. Moore Jr.

Jacey A. Moore Jr.

STATE OF TENNESSEE
~~Davidson~~ Williamson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Dodson Batson and wife, Emma Batson and Jacey A. Moore, Jr.

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~~ Nolensville Tennessee, this 1st day of October, 1976

Commission Expires May 20 1978

Marie P. Thomas, Notary Public.

STATE OF Tennessee
Davidson County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jacey A. Moore, Jr.

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 9th day of October, 1976

Commission Expires My Commission Expires Dec. 5, 1977

Edna [illegible], Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I personally acquainted, and who, upon oath, acknowledged .....self to be .....

.....of the .....,

the within named bargainor, a corporation, and that .....he as such .....,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by.....self as .....

Witness my hand and seal, at office in .....,

this .....day of ....., 19.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

OCT 12 76	CONV	185,*000 .00		
OCT 12 76	MORT'G	150*000 .00		
OCT 12 76	S'TAX		B* 481.00	
OCT 12 76	S'TAX		B* 148.00	
OCT 12 76	PR'FEE		B* .50	
OCT 12 76	W'DEED		B* 8.00	* 637.50

INSTALLMENT DEED

FROM
DODSON BATSON AND WIFE,
EMMA BATSON

TO
JACEY A. MOORE, JR.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 71808

IDENTIF. REFERENCE

OCT 12 8 27 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JACEY A. MOORE JR. (NAME)	SAME (NAME)	181 - 59
4035 Albert Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	181 - 6 &
Nashville, Tenn. 37204 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

MR. DODSON BATSON, ATTORNEY
Box 394 Pettus Road
Antioch, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 185,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF October 1976.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)