This instrument prepared by
Joseph Martin Jr
Attorney
Nashville, Tn 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Creason Clayton Construction Company, Inc. (NAME:)	same BOOK 5136 PAGE 203 (NAME:)	Map 117-13
2400 Crestmoor Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 30
Nashville, Tenn. 37215 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pd

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED THOUSAND DOLLARS ------ -------($200,000.00) ---------- *Dollars,*

of which FIFTY-EIGHT THOUSAND DOLLARS ($58,000.00) ---------- ---------- *Dollars has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of ONE HUNDRED FORTY-TWO THOUSAND DOLLARS ($142,000.00) ---------- *Dollars,*

Creason Clayton Construction Company, Inc., a Tennessee corporation,

has executed

its installment deed note, the same being payable on January 10, 1978, with interest from its date at eight percent (8%) per annum until paid, and with no provision for prepayment of indebtedness or for release of property from the lien of this instrument (except such release as is herein made),

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, Parkes Armistead and wife Katherine M. Armistead,

have this day bargained and sold, and do hereby transfer and convey unto the said Creason Clayton Construction Company, Inc., a Tennessee corporation,

its *(successors), and assigns,*

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

Being part of Lot No. 3 on a Plan of the subdivision of the lands of Henry W. Compton, deceased, of record in Plan Book 2, page 58, Chancery Court at Nashville, and described according to a survey and plan of subdivision named PointSet, prepared by Miller, Wihry & Lee and certified on March 18, 1977 by Everett H. Cowan, Registered Engineer, to wit:

Beginning on the southerly margin of Abbott Martin Road at an existing concrete monument in the easterly line of the property conveyed to Centennial Club by deed from Parkes Armistead and wife, of record in Book 3134, page 28, Register's Office for said County; thence with said line, south 03 degrees 09 minutes 11 seconds east 382.15 feet to the northeast corner of Lot No. 17 on the Plan of Vailwood Heights, as of record in Book 1835, page 32, said Register's Office; thence with the northerly line of said lot, the northerly terminus of Skyline Drive and the northerly line of Lot No. 16 on the Plan of Vailwood Heights and the northerly line of Lot No. 17 on the Plan of Wallace Subdivision, Section 3, as of record in Book 1130, page 82, said Register's Office, south 87 degrees 24 minutes 00 seconds east 493.10 feet to the westerly margin of Vailwood Drive; thence with the westerly margin of said Drive, north 30 degrees 01 minute 46 seconds east 375 feet to the southerly margin of Abbott Martin Road; thence with said Road, north 86 degrees 50 minutes 18 seconds west 534.24 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $200,000

Subscribed and sworn to before me, this the 14th day of April 1977

My commission expires: 12/3/78 (Affix Seal)

Creason Clayton (Affiant)

Katherine Armistead (Affiant)

KATHERINE BRADFORD NOTARY PUBLIC DAVIDSON

Notary Public

Being part of the property conveyed to Parkes Armistead and wife, Katherine M. Armistead, by deed from Elizabeth Buford Shepherd, of record in Book 1540, page 175, Register's Office for said County.

Included within the above description but excluded from the lien of this instrument is the following portion of said property, to wit:

Beginning at a point in the west margin of Vailwood Drive, said point being South 30° 01' 46" west 30 feet from the south boundary of the right-of-way of Abbott-Martin Road at its intersection with Vailwood Drive; thence south 30° 01' 46" west 190 feet to a point; thence north 86° 54' 18" west 189.50 feet to a point; thence north 03° 09' 42" east 215.44 feet to a point; thence south 86° 50' 18" east 164 feet to a point; thence southeasterly with a curve to the right having a radius of 25.057 feet 39.30 feet to the point of beginning, being Lots Nos. 5 and 6 as shown on said plan.

This is unimproved (XX) improved ( ) property, known as Abbott-Martin Road, Nashville, Tenn.
(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 Creason Clayton Construction Company, Inc., its *(successors), ~~his~~ 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.,* except by building restrictions and/or zoning ordinances, easement for water mains of record in Book 1037, page 572, R.O.D.C., existing water lines, and by taxes for the year 1977, which have been prorated and assumed by grantee, as of April 15, 1977.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Creason Clayton Construction Company, Inc., its *(successors), ~~his~~ 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 Creason Clayton Construction Company, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph Martin, Jr., *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 or to be hereafter erected on said property insured in some reliable fire insurance company or companies for the sum of $, or at least the maximum insurable value until the indebtedness herein secured is fully paid, and in case 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.*~~

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 8 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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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 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. 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 any 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

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

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 6th *day of* April, *19* 77

Parkes Armistead

Parkes Armistead

Katherine M. Armistead

Katherine M. Armistead

CREASON CLAYTON CONSTRUCTION COMPANY, INC.

By Creason Clayton

President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Joyce M. Lofton, *a Notary Public in and for said County and State,* Parkes Armistead

the within named 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, *this* 13th *day of* April, *19* 77.

Joyce M. Lofton

Notary Public

Commission expires

MY COMMISSION EXPIRES AUGUST 25, 1979

JOYCE M. LOFTON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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STATE OF FLORIDA }
COUNTY OF PALM BEACH }

Personally appeared before me, KAREN W. ARMSTRONG, *a Notary Public in and for said County and State,* Katherine M. Armistead,

the within named bargainor, with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at DELRAY BEACH, FLORIDA
this 6th *day of* April, *19* 77

Notary Public, State of Florida at Large
My Commission Expires August 5, 1978

Commission expires

Karen W. Armstrong
Notary Public

KAREN W. ARMSTRONG NOTARY PUBLIC STATE OF FLORIDA AT LARGE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Katherine Bradford, *a Notary Public of the State and County aforesaid, personally appeared* Creason Clayton,
with whom I am personally acquainted, and who, upon oath, acknowledged himself *to be* President
of the Creason Clayton Construction Company, Inc.,
the within named bargainor, a corporation, and that he *as such* President,
being authorized so to do, execute(l the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself *as* President.

Witness my hand and seal, at office in Nashville, Tennessee,
this 14th *day of* April, *19* 77.

Commission expires 12/13/78

Katherine Bradford
Notary Public

KATHERINE BRADFORD NOTARY PUBLIC DAVIDSON COUNTY

APR 14 77	CONV	90,000.00			
APR 14 77	CONV	90,000.00			
APR 14 77	CONV	20,000.00			
APR 14 77	MORT'G	90,000.00			
APR 14 77	MORT'G	52,000.00			
APR 14 77	S'TAX		B* 520.00		
APR 14 77	S'TAX		B* 140.00		
APR 14 77	RFEE		B* .50		
APR 14 77	M'DEED		B* 8.00	*	668.50

INSTALLMENT DEED

FROM

PARKES ARMISTEAD, et ux

TO

CREASON CLAYTON CONSTRUCTION COMPANY, INC.

D 98782

IDENTIFICATION REFERENCE

APR 14 1 55 PM '77

REGISTER
DAVIDSON CO., TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238