PREPARED BY JOHN U. CUMMINGS, ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER, NASHVILLE, TENNESSEE 37238

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
HERMANN HOLTKAMP GREEN-	SAME	Map 71-16
HOUSES, INC. (NAME)	(NAME) BOOK 5183 PAGE 586	Parcel 1
Lischey Ave., P.O.Box 8158 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 71-12
Nashville, TN 37207 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Parcels 17 & 73

FOR AND IN CONSIDERATION of the sum of Two Hundred Seventy-five Thousand and No/100 ($275,000.00) ---------- *Dollars, of which* Twenty-five Thousand and No/100 ($25,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Two Hundred Fifty Thousand and No/100 ($250,000.00) ---------- *Dollars,* Hermann Holtkamp Greenhouses, Inc., a Tennessee corporation, *has executed* its Promissory Note of even date herewith in the principal amount of Two Hundred Fifty Thousand and No/100 ($250,000.00) Dollars, payable to the order of Joy Floral Company in ten (10) equal semi-annual installments as stated therein, with interest on the unpaid principal balance at the rate of seven per cent (7%) per annum, the first such installment being due six (6) months from the date hereof,

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, Joy Floral Company, a Tennessee corporation (the "Grantor"), has ~~have~~ *this day bargained and sold, and* does ~~do~~ *hereby transfer and convey unto the said* Hermann Holtkamp Greenhouses, Inc., also a Tennessee corporation (the "Grantee"), its *(successors),* ~~and~~ *and assigns, certain real estate in Davidson County, Tennessee,* ~~described as follows:~~ more particularly described in Schedule A, which is attached hereto and incorporated herein by reference.

AUG 12 77	CONV	*	~~.00~~ 275,000.00		
AUG 12 77	MORT'G	*	~~.00~~ 250,000.00		
AUG 12 77	S'TAX		B* 715.00		
AUG 12 77	S'TAX		B* 248.00		
AUG 12 77	PR'FEE		B* .50		
AUG 12 77	W'DEED		B* 10.00	*	973.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $275,000.00

Affiant

Subscribed and sworn to before me, this the 12 day of August, 1977

My commission expires: 2/23/80 (Affix Seal)

Notary Public

JOHN U. CUMMINGS, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Said real property is sold and conveyed subject to the following:

1. 1977 real property taxes, which have been prorated and assumed by the Grantee.

2. Rights of the heirs and assigns of Thomas S. Joy, deceased, with respect to an easement and right-of-way for a private street as more fully set out in deed from Thomas S. Joy to Joy Floral Company, of record in Book 365, page 21, Register's Office for Davidson County, Tennessee.

3. Easement for 15-foot alley conveyed to Thomas S. Joy by deed from Joy Floral Company, of record in Book 365, page 25, Register's Office for Davidson County, Tennessee.

4. Agreement for dedication of easement for sanitary sewers and/or storm drainage between Joy Floral Company and Metropolitan Government of Nashville & Davidson County, Tennessee, of record in Book 4130, page 29, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as Lischey Avenue, (House Number) Nashville, (Street) Tennessee (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.* Grantor *covenants that* it is *lawfully seized and possessed of said real estate in fee simple, a good right to convey it, and that the same is unencumbered,* has except as stated herein.

Grantor *further covenant and bind* itself, its successors *and representatives, to warrant and forever defend the title to said real estate to said* Grantee, 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 Hermann Holtkamp Greenhouses, Inc., *hereinafter referred to as trustors, hereby transfer and convey unto* J. Greer Cummings, 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 on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of 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.

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

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 X percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby. ten (10)

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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 12 day of August, 1977

JOY FLORAL COMPANY

By: Russell B. Davis
President

HERMANN HOLTKAMP GREENHOUSES, INC.

By: Kenneth Holtkamp
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

.....

.....

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

Witness my hand and official seal at..... Tennessee, this.....day of....., 19.....

.....Notary Public

Commission expires.....

STATE OF .....

COUNTY OF .....

BOOK 5183 PAGE 589

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

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

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, J. Green Cummings Jr., *a Notary Public of the State and County aforesaid, personally appeared* Russell B. Davis, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* JOY FLORAL COMPANY, *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed 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 12 *day of* August, 19 77.

J. Green Cummings Jr.
Notary Public

Commission expires 2/23/80

J. GREEN CUMMINGS, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, J. Green Cummings Jr., a Notary Public of the State and County aforesaid, personally appeared Reinhold Holtkamp with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of HERMANN HOLTKAMP GREENHOUSES, INC., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed 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 12 day of August, 1977.

J. Green Cummings Jr.
Notary Public

Commission expires: 2/23/80

J. GREEN CUMMINGS, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
JOY FLORAL COMPANY

TO
HERMANN HOLTKAMP
GREENHOUSES, INC.

E 20166

IDENTIF. REFERENCE

AUG 12 3 09 PM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

SCHEDULE A

Land in Davidson County, Tennessee, being parts of Lots Nos. 4, 5, 6 and 7 on the Plan of the William White Lands, as of record in Plan Book 1, page 115, Chancery Court at Nashville, described according to a survey made by Turner Engineering Company, Inc., Consulting Engineers, dated June 15, 1977 and revised July 7, 1977, as follows:

Beginning at an iron pin in the southerly margin of Marshall Street (unimproved with a 50-foot right-of-way width), said pin being easterly along said right-of-way a distance of 154 feet more or less from the easterly right-of-way intersection of Lischey Avenue and Marshall Street and proceeding as follows: South 87° 53' East a distance of 697.0 feet along the southerly margin of Marshall Street to an iron pin; thence, leaving the southerly margin of Marshall Street, South 4° 07' West a distance of 570.26 feet to an iron pin; thence, South 3° 37' West a distance of 70.0 feet to an iron pin; thence, South 86° 13' East a distance of 158.90 feet to an iron pin in the westerly margin of Jones Avenue; thence, continuing with the westerly right-of-way of Jones Avenue, South 3° 47' West a distance of 68.2 feet to an iron pin; thence, continuing with said right-of-way, South 3° 28' 23" West a distance of 1190.07 feet to a concrete monument in the northerly margin of the Tom Joy Subdivision of record in Book 3600, page 47, Register's Office for Davidson County, Tennessee; thence, leaving the westerly margin of Jones Avenue and continuing along the north margin of the Tom Joy Subdivision, North 86° 30' 47" West a distance of 102.44 feet to a concrete monument; thence, South 47° 29' 13" West a distance of 84.0 feet to a concrete monument; thence, North 56° 24' 17" West a distance of 134.67 feet to a concrete monument; thence, North 56° 08' 17" West a distance of 92.3' to an iron pin; thence, North 60° 20' 49" West a distance of 192.64 feet to an iron pin in concrete and being in the northwesterly corner of the Tom Joy Subdivision; thence, along the northerly margin of the Joy Floral Company property, North 64° 38' 44" West a distance of 349.2 feet to an iron pin at the northeast corner of the Bethlehem Baptist Church property; thence, continuing along the Bethlehem Baptist Church property, North 68° 59' 21" West a distance of 172.5 feet to an iron pin in the easterly margin of Lischey Avenue; thence, along the easterly margin of Lischey Avenue, North 3° 59' 39" East a distance of 120.6 feet to a concrete monument in the easterly margin of Lischey Avenue and being the southwest corner of the B. P. Moore property; thence, leaving the easterly margin of Lischey Avenue and continuing along the southerly margin of the B. P. Moore property, South 87° 58' 40" East a distance of 342.55 feet to a concrete monument at the southeast corner of the B. P. Moore property; thence, along the east margin of the B. P. Moore property, North 3° 58' 59" East a distance of 576.27 feet to a railroad spike at the northeast corner of the B. P. Moore property; thence, along the north margin of the B. P. Moore property, North 88° 05' 14" West a distance of 342.46 feet to a concrete monument in the east margin of Lischey Avenue and in the northwest corner of the B. P. Moore property; thence, continuing along the east margin of Lischey Avenue, North 3° 58' 41" East a distance of 252.19 feet to an iron pin in the easterly margin of Lischey Avenue; thence, leaving the said margin of Lischey Avenue and along the south margin of the Joy Floral Company property, South 88° 04' 51" East a distance of 154.2 feet to an iron pin in the southeast corner of the Joy Floral Company property; thence, continuing along the east margin of the Joy Floral Company North 4° 07' East a distance of 609.34 feet the point of beginning and containing 32.008 acres, more or less.

Included in the above description, but expressly excluded therefrom, is a private street of record in Book 365, page 21, Register's Office for said County.

Being part of the property conveyed to Joy Floral Company by deeds from Joy & Son Company, of record in Book 365, page 20, from Susie M. Joy of record in Book 489, page 480, and by quitclaim deed from Lillian Joy, et al, of record in Book 2301, page 409, and to Joy Greenhouses, Inc., now Joy Floral Company, by deed from Arch Bishop, Executor, of record in Book 1679, page 429, all of the Register's Office for said County.

Together with all of Grantor's right, title and interest with respect to an easement and right-of-way for a private street as more fully set out in deed from Thomas S. Joy to Joy Floral Company, of record in Book 365, page 21, Register's Office for Davidson County, Tennessee.