a Warranty Deed, is registered in the Register's Office of Davidson County, Book 4574, Page 592

Installment Deed

G. Michael Yopp, Attorney
18th Fl., Third Natl. Bk. Bldg
Nashville, Tenn. 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Creason Clayton Const.Co., Inc.	Same as Owners	Map 117-9
(NAME:) 2400 Crestmoor Road	(NAME:)	Parcel 37
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn., 37215	(STREET ADDRESS) PAGE 606	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seventy-Five Thousand and 00/100ths Dollars ($75,000.00) *Dollars,*

of which Twenty-One Thousand, Seven Hundred Fifty and 00/100ths ($21,750.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty-three Thousand Two Hundred Fifty and 00/100ths ($53,250.00) *Dollars,*

Creason Clayton Construction Company, Inc. *has executed* an Installment Deed Note of even date with this Installment Deed payable to the order of Christine Moore in the amount of Fifty-Three Thousand Two Hundred Fifty and 00/100ths Dollars ($53,250.00) in two annual installments of Twenty-One Thousand, Seven Hundred Fifty and 00/100ths Dollars ($21,750.00) each, plus interest at six percent (6%) per annum, the first installment due the 30th of December 1978 and the second installment due on the 30th of December 1979, plus one final installment of Nine Thousand Seven Hundred Fifty Dollars and 00/100ths ($9,750.00), plus interest at six percent (6%) per annum due on December 30, 1980.

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, Christine Moore and husband, S. J. Moore

have this day bargained and sold, and do hereby transfer and convey unto the said Creason Clayton Construction Company, Inc. its *(successors), heirs and assigns,*

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

Land in the Seventh, formerly the Eleventh, Civil District of Davidson County, Tennessee, being part of Lot No. 2 on the Plat of a subdivision of part of Lot No. 2 of the Compton Lands, owned by Mrs. Mary Billington, as of record in Book 547, Page 116, Register's Office for said County, described partly according to a survey made by George W. Watkins, surveyor, July 28, 1951, as follows:

Beginning in the center of Abbott-Martin Road at the southeast corner of the property conveyed to Katherine M. Armistead by deed from Esther Freeman, of record in Book 2016, page 206, said Register's Office; thence with Armistead's eastern boundary line, north 4° east 325' to the northeast corner of the property conveyed to Armistead; thence north 86° west 115' to a point in the line between Lots Nos. 1 and 2; thence with the line between Lots Nos. 1 and 2, north 4° east 451', more or less, to the center of a creek; thence along the center of said creek, eastwardly 280' to a point in the line between Lots Nos. 2 and 3; thence with the line between Lots 2 and 3 south 4° west 441', more or less, to the northeast corner of the property conveyed to S. G. Browning, Jr. and wife, by deed from Ester Freeman, of record in Book 1452, Page 271, said Register's Office; thence with the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 75,000.00

Affiant

Subscribed and sworn to before me, this the 30th day of December 19 77

Notary Public

My commission expires: March 13 1980 (Affix Seal)

MICHAEL YOPP NOTARY PUBLIC DAVIDSON COUNTY TENN.

Being the same property conveyed to Christine C. Moore by deed from Esther Freeman, of record in Book 4594, page 572, Register's Office for said County.

Browning's northern boundary line, north 85° west 110' to Browning's northwest corner; thence south 4° west 250', more or less, to the center of Abbott-Martin Road; thence with the same, westerly 45' to the beginning.

The lien of this instrument will, when and if development funds are actually advanced by Commerce Union Bank or a national bank or federal savings and loan approved by the creditors ("the bank") (which approval shall not be unreasonable withheld) to Creason Clayton Construction Company, Inc., to develop the land described in this instrument, be subordinated to all liens by deed(s) of trust from Creason Clayton Construction Company, Inc., to said bank given to secure such funds. Said subordination shall only be to funds actually advanced by said bank and used for development on said land or to pay any soft costs approved by the bank and the creditors shall have the right to evidence satisfactory to them that the funds are so used.

The trustors hereby reserve the right to demand and obtain the release of all or part of the land subject to the lien of this instrument so long as the trustors have made payment to the creditors of any amount of the purchase price equal to one hundred twenty-five percent (125%) of the value of the land sought to be released. The value of the land sought to be released shall be determined by multiplying the total consideration given by the trustors for the land conveyed by this Installment Deed by a fraction, the numerator of which is the number of square feet sought to be released and the denominator of which is the total square feet in the tract of land conveyed by this Installment Deed.

Provided that the creditors shall not be required to grant a release as to any lots prior to the time that water, sewer, electric, telephone lines and gas lines, if gas is to be utilized in the development, have been installed and roads have been "roughed in" so that such lots are developed and ready for sale.

Provided that at no time shall any indebtedness owing on the land development loan be secured by any more land than that then securing the unpaid indebtedness of the creditors; and provided still further that the balance on the land development loan on the unreleased property shall not exceed an amount equal to the total estimated land development costs (including "soft costs") as estimated at the time of the release by the development lender multiplied by a fraction, the numerator of which shall be the total square feet in the unreleased land and the denominator of which shall be the total square feet in the land conveyed by this instrument.

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), 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.,* except for all applicable restrictions and covenants on the abovedescribed land* Possession of the above described premises will be relinquished by the Seller sixty (60) days from the date of this deed.

* INCLUDING, BUT NOT LIMITED TO, AN EASEMENT FOR A TRUNK SANITARY SEWER GRANTED THE CITY OF NASHVILLE BY ESTHER FREEMAN IN BOOK 3347, PAGE 590 AND AN EASEMENT FOR RIGHT OF WAY FOR ABBOTT-MARTIN RD.

This is improved property known as 2700 Abbott Martin Road, Nashville, Tennessee

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), heirs and assigns, against the lawful claims of all persons.* S. J. Moore, husband of Christine Moore, joins in this conveyance in order to convey any interest which he may have in the above described premises.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnccessary 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* Charles Hampton White, *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 $XXXXXXXXXXX *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.*

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 or the lien of this instr or appear in any court to prove the above indebtedness, all the costs and

/except as otherwise provided in this installment deed,

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.

BOOK 5239 PAGE 608

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 30th *day of* December, *19* 77

Christine Moore

Christine Moore

S. J. Moore

S. J. Moore

CREASON CLAYTON CONSTRUCTION CO., INC.

BY: _____

President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, G. Michael Yopp, *a Notary Public in and for said County and State,* Christine Moore and S. J. Moore

the within named 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 *Tennessee, this* 30th *day of* December, *19* 77

_____ *Notary Public*

G. MICHAEL YOPP NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires March 12, 1980

BOOK 5239 PAGE 609

STATE OF.....
COUNTY OF.....

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*.....

Commission expires.....

JAN-3 78	CONV	~~75,000.00~~			*Notary Public*
JAN-3 78	MORT'G	53,250.00			
JAN-3 78	S'TAX		B*	195.00	
JAN-3 78	S'TAX		B*	51.20	
JAN-3 78	PR'FEE		B*	.50	
JAN-3 78	W'DEED		B*	8.00	* 254.70

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, G. MICHAEL YOPP, *a Notary Public of the State and County aforesaid, personally appeared* Creason Clayton, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* the 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, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee,
this 30th *day of* December, *19* 77

G. Michael Yopp
Notary Public

Commission expires MARCH 12, 1980

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE G. MICHAEL YOPP

INSTALLMENT DEED

FROM
CHRISTINE MOORE and husband
S. J. MOORE

TO
CREASON CLAYTON CONSTRUCTION
COMPANY, INC.

E 44458

IDENTIF. REFERENCE

JAN 3 3 12 PM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE