This instrument prepared by: Don L. Smith, Attorney ATT 0030
7th Floor, Home Federal Tower, Nashville, Tn. 37201

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Gifford Investments, A Partnership (NAME)	Gifford Investments, A Partnership (NAME)	Map 22
P. O. Box 668 (STREET ADDRESS OR ROUTE NUMBER)	P. O.Box 668 (STREET ADDRESS)	Par 30
Brentwood, Tn. 37027 (CITY) (P. O. ZONE) (STATE)	Brentwood, Tenn. 37027 (CITY) (ZONE) (STATE)	

BOOK 5249 PAGE 592

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Sixty-five Thousand and no/100------- DOLLARS

of which $ 13,000 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed five (5) promissory notes totalling Fifty-two Thousand and no/100 ($52,000.00) Dollars, with one of each of said notes payable to the order of Robert A. McDowell, J. Olin White, Leonard W. Yokley, Marvin J. Terrell and J. Campbell Jenkins, payable, interest only, one year from date hereof with interest at the rate of 1/2 of 1% per annum above the prime rate being charged by First American National Bank of Nashville upon date payment is due, and after one year from date hereof payable in six (6) equal annual installments upon the same date of each year thereafter until paid in full plus interest on the unpaid balance in an amount equal to 1/2 of 1% above the prime rate being charged by First American National Bank of Nashville upon date each payment is due. This note may be prepaid in full at any time without penalty

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 expressly retained on the land herein conveyed.

Robert A. McDowell, J. Olin White, Leonard W. Yokley, Marvin J. Terrell and J. Campbell Jenkins, Tenants-in-common
hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Gifford Investments, A Partnership, composed of Gifford Trust, Florence Gifford, George E. Gifford, John P. Gifford, Jr. and Florence G. Blair
herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Description attached.

FEB-3 78	CONV	65,000.00			
FEB-3 78	MORT'G	52,000.00			
FEB-3 78	S'TAX		B*	169.00	
FEB-3 78	S'TAX		B*	50.00	
FEB-3 78	PR'FEE		B*	.50	
FEB-3 78	W'DEED		B*	6.00	* 225.50

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

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 Don L. Smith 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 $ 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 31 day of Jan 19 78

GIFFORD INVESTMENTS, A Partnership

By: _____ Partner

By: _____ Partner

J. Olin White

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 65,000.00

J. Olin White
Affiant

Subscribed and sworn to before me, this the 31st day of January 19 78

My commission expires Nov. 16, 1980 (Affix Seal)

Notary Public

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me Otta J. Underhill a Notary Public in and for said County and State, the within named Robert A. McDowell, J. Olin White, Florence Gifford, Marvin J. Gerrie, George E. Gifford the bargainor 5, 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, Tn. this 31st day of January 1978

Commission Expires Nov. 16, 1980 Otta J. Underhill Notary Public.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Margery Ruth Nee a Notary Public of the State and County aforesaid, personally appeared George E. Gifford and Florence Gifford, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Partners of the GIFFORD INVESTMENTS, a Partnership the within named bargainor, a partnership, and that they as such partners being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as partners.

Witness my hand and seal, at office in Nashville, Tennessee this 31 day of January 19 78

Commission Expires 7-22-80 Margery Ruth Nee Notary Public

This instrument was prepared by:

Name Address

E 49070

IDENTIF. REFERENCE!

FEB 3 4 22 PM '78

FELIX Z. HALSCHEID REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

TO

Published by

Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005-HERSEY 8-1-75

PROPERTY DESCRIPTION

A tract of land in the 2nd formerly the 14th Civil District, Davidson County, Tennessee, being proposed Lot No. 1, Plan of Joelton Park-South (Plan not of record this date) and being more particularly described according to a survey of Ragan-Smith & Associates Inc., dated October 5, 1977, as follows:

To reach the point of beginning begin at a concrete monument at the intersection of the southerly right-of-way of Interstate I-24 and the easterly right-of-way of Whites Creek Pike, thence; with the easterly right-of-way of Whites Creek Pike, S 13°46'56" E, 911.72 feet to a point in an off-set in the right-of-way of Whites Creek Pike (highway Station 32+10) and also being the northerly right-of-way of a proposed 60 foot road, thence; with the northerly right-of-way of proposed 60 feet road, N 76°13'04" E, 50.0 feet to the point of beginning, thence; with a line 50 feet east of and parallel to the easterly right-of-way of Whites Creek Pike, N 13°46'56" W, 270.00 feet, thence; N 76°13'04" E, 170.00 feet, thence; S 13°46'56" E, 255.75 feet to a point in the northerly right-of-way of a proposed 60 foot road, thence; with the northerly right-of-way of proposed 60 feet road with a curve to the right (radius 600.0 feet) southwesterly a distance of 131.04 feet, thence; S 76°13'04" W, 40.0 feet to the point of beginning and containing 45,286 square feet, or 1.040 acres.

Being part of the property conveyed to Robert A. McDowell, J. Olin White, Leonard W. Yokley, Marvin J. Terrell, and J. Campbell Jenkins by deed from Evelyn King Lamb and husband, Thomas B. Lamb of record in Book 3874, page 976, Register's Office for Davidson County, Tennessee.