This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

BOOK 5266 PAGE 458

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Jean Abbott Peters (NAME)	Same (NAME)	14-D-1780
5516 Clarksville Hwy (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Joelton, Tenn 37080 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100---------- ----------($225,000.00)---------- DOLLARS

of which $ 41,200.00 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 given her notes of even date as follows:

(1) Note in the amount of Fifteen Thousand and No/100 ($15,000.00) Dollars payable to Grantors 180 days from the date thereof, or Sept.17, 1978, plus interest at the rate of nine (9%) percent per annum.

(2) Note in the amount of One Hundred Sixty-Eight Thousand, Eight Hundred and No/100 ($168,800.00) Dollars payable to Grantors in equal monthly installments of $1,712.15 per month, beginning April 17, 1978, including interest at the rate of nine (9%) percent per annum for a period of fifteen (15) years.

IT IS UNDERSTOOD AND AGREED that in the event Jean Abbott Peters, Grantee, sells, transfers or conveys the subject property, the principal balance of the notes herein set out plus accrued interest shall become due and payable in full to Grantors, unless Grantors have waived such provision in writing.

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.

WILLIAM C. GIFFORD AND WIFE, SUE GIFFORD

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

JEAN ABBOTT PETERS

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(See attached sheet)

MAR 28 78	CONV	90,000.00	
MAR 28 78	CONV	90,000.00	
MAR 28 78	CONV	45,000.00	
MAR 28 78	MORT'G	90,000.00	
MAR 28 78	MORT'G	93,800.00	
MAR 28 78	S'TAX		B* 585.00
MAR 28 78	S'TAX		B* 181.80
MAR 28 78	PR'FEE		B* .50
MAR 28 78	DEED		B* 6.00

This is improved ( ) unimproved ( ) property known as (House Number) (Street) (P. O. Address) (City or Town) 773.30 (Total 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 convenant 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 Hunter Short 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 insurable amt 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 17th day of March, 1978.

William C. Gifford

Sue Gifford

Jean Abbott Peters

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 225,000.00

Jean Abbott Peters
Affiant

Subscribed and sworn to before me, this the 17th day of March 19 78

My commission expires 2-4-80 (Affix Seal)

Theresa Mitchell
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Theresa Mitchell, a Notary Public in and for said County and State, the within named William C. Gifford, Sue Gifford and Jean Abbott Peters 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, Tennessee this 17th day of March 19 78

Commission Expires 2-4-80

Theresa Mitchell
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am 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 _____

This instrument was prepared by:

GRISSIM AND SHORT, Attorneys, 200 Court Square Building, Nashville, Tennessee 37201
Name Address

INSTALLMENT DEED

FROM WILLIAM C. GIFFORD AND WIFE, SUE GIFFORD

TO JEAN ABBOTT PETERS

E 56689

IDENTIF. REFERENCE

MAR 28 2 33 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by

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

FORM NO 1005-HESSEY 8-1-75

DESCRIPTION

LAND in the 14th Civil District of Davidson County, Tennessee, being a tract of land shown on a survey by Anthony P. Chapdelaine, Jr., Surveyor, undated, said tract being known as Cartel Courts, described as follows:

BEGINNING at a point in the northerly margin of Tennessee State Highway No. 112 (Clarksville Highway), said point being the northwest intersection of Old Hickory Boulevard and Tennessee State Highway No. 112; thence with the northerly margin of said Tennessee State Highway No. 112, North 54° 55' West 498.77 feet to a point; thence leaving said highway, North 31° 33' East 367.33 feet to a point; thence South 49° 31' East 375.26 feet to a stake in the margin of Old Hickory Boulevard; thence along the westerly margin of Old Hickory Boulevard along a slight curve having a radius of 975 feet, 297.29 feet to a point; thence South 3° 01' East 38.17 feet to a point in the beginning of a curve in the northwest intersection of Tennessee State Highway No. 112 and Old Hickory Boulevard; thence around said curve 59.83 feet to the point of beginning, containing 3.55 acres more or less.

BEING the same property conveyed to William C. Gifford by deed from Cartel Motel and Restaurant, Inc., of record in Book 4298, page 160, Register's Office for Davidson County, Tennessee.