This instrument prepared by Thomas C. Scott,Atty.
Butler, Tune & Entrekin
26th Floor, First American Center, Nash.,TN.37238

INSTALLMENT DEED BOOK 5280 PAGE 460

For and in Consideration of the sum of FORTY-ONE THOUSAND AND NO/100 ----------
----------($41,000.00)----------Dollars,
of which FIVE THOUSAND AND NO/100 -------($5,000.00)----------Dollars,
has been paid in cash by HENRY M. WINECOFF AND TERRY F. CHRISTISON, JACK T. BUSBY, JR.
the receipt of which is hereby acknowledged, and for the remainder THIRTY-SIX THOUSAND AND
NO/100---------- ($36,000.00)----------Dollars,
the said HENRY M. WINECOFF AND TERRY F. CHRISTISON , JACK T. BUSBY, JR. have executed an Installment Deed Note of even date herewith payable to Theodore H. Lightfoot, Ervin M. Entrekin, Karl E. Haury and Walter G. Knestrick, with interest at the rate of ten (10%)percent per annum and all due and payable in four (4) equal payments, payments to begin on July 21, 1978, and quarterly thereafter, with last payment due on April 21, 1979; said Note provides

all of said notes bearing six percent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, THEODORE H. LIGHTFOOT, ERVIN M. ENTREKIN, KARL E. HAURY AND WALTER GL KNESTRICK

have this day bargained and sold, and do hereby transfer and convey unto the said HENRY M. WINECOFF AND TERRY F. CHRISTISON, JACK T. BUSBY, JR. their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land located in Davidson County, Tennessee, being Lot 1 of Elm Hill Business Center, Section 6, and more particularly described as follows:

BEGINNING at an iron pin located in the northern margin of Elm Hill Pike, said pin being 123.14 feet northwest of the intersection of the center line of Twin Elms Court with the northern right-of-way margin of Elm Hill Pike; thence N 51 52'W 191.99 feet to an iron pin; thence N 78 32'54"E 240.10 feet to an iron pin in the western right-of-way margin of Twin Elms Court; thence with the chord of a curve having a radius of 560.0 feet, an interior angle of 15 49'18", a length of 154.63 feet, S 3 26'26"E 154.15 feet to a concrete monument, the beginning of a curve; thence with the chord of a curve having a radius of 20.81 feet, an interior angle of 91 03'54", a length of 33.08 feet, S 49 54'11"W 29.70 feet to a concrete monument in the northern right-of-way margin of Elm Hill Pike; thence with said margin of Elm Hill Pike N 84 33'54" W 71.40 feet to the point of beginning.

Said tract containing 26,268 square feet.

Being part of the same property conveyed to Karl E. Haury, Theodore H. Lightfoot, Walter G. Knestrick and Ervin M. Entrekin by deed from Mount Olivet Cemetery Company, a Tennessee corporation, of record in Book 4775, page 514, Register's Office for Davidson County, Tennessee.

The above tract of land being Lot #1 of Elm Hill Business Center, Section 6, of record in Book 5190, Page 98, said Register's Office.

This is unimproved ( ) improved ( ) property, know as Lot 1 of Elm Hill Business Center, Section 6. (Davidson County)
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Theodore H. Lightfoot, Ervin M. Entrekin, Karl E. Haury and Walter G. Knestrick, their heirs and assigns forever. they covenant that they 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.

They further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said real estate to said Henry M. Winecoff and Terry F. Christison, JACK T. BUSBY, JR./ 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 Henry M. Winecoff and Terry F. Christison AND JACK T. BUSBY, JR.

do hereby transfer and convey unto Thomas C. Scott, 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 Henry M. Winecoff and Terry F. Christison, JACK T. BUSBY, JR. 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 $ 41,000.00 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 interst 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 Henry M. Winecoff and Terry F. Christison, Jack T. Busby, Jr. 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; if 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 trust 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 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 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 Henry M. Winecoff and Terry F. Christison and Jack T. Busby, Jr., 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 Thomas C. Scott, Trustee, shall be vested in said successor.

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 Theodore H. Lightfoot, Ervin M. Entrekin, Karl E. Haury and Walter G. Knestrick hereunto set our hands at Nashville Tennessee, this the 21st day of April 1978

Henry M. Winecoff

Terry F. Christison

Jack T. Busby, Jr.

Theodore H. Lightfoot

Ervin M. Entrekin

Karl E. Haury

Walter G. Knestrick

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Patty J. Welch, a Notary Public in and for said County and State, the within named Theodore H. Lightfoot, Ervin M. Entrekin ~~Karl E. Haury and Walter G. Knestrick~~ 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 27th day of April, 1978

Commission Expires January 18, 1982

Patty J. Welch, Notary Public.

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, Thomas C. Scott, a Notary Public in and for said County and State, the within named Henry M. Winecoff, Terry F. Christison and Jack T. Busby, 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 27th day of April, 1978

Commission Expires 8/10/80

Thomas C. Scott, Notary Public.

THOMAS C. SCOTT NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5280 PAGE 463

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

MAY-3 78	CONV	41,000.00			
MAY-3 78	MORT'G	36,000.00			
MAY-3 78	S'TAX		B*	106.60	
MAY-3 78	S'TAX		B*	34.00	
MAY-3 78	PR'FEE		B*	.50	
MAY-3 78	W'DEED		B*	8.00	* 149.10

INSTALLMENT DEED

FROM

THEODORE H. LIGHTFOOT, ERVIN M. ENTREKIN, KARL E. HAURY and WALTER G. KNESTRICK

TO

HENRY M. WINECOFF and TERRY F. CHRISTISON AND JACK T. BUSBY, JR.

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

E 6311.5

IDENTIF. REFERENCE

MAY 3 11 47 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOBLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
HENRY M. WINECOFF AND	Real ESTATE NASHVILLE (NAME)	Map 106-2
TERRY F. CHRISTISON	1007 Elm Hill Pike	Parcel 37
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	NASH. TN - 37210 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Thomas C. Scott, Attorney
Butler, Tune & Entrekin
26th Floor
First American Center
Nashville, Tennessee 37238

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 41,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF ~~April~~ May 1978.

Notary Public

~~MY COMMISSION EXPIRES:~~ 4-6-82

(AFFIX SEAL)