This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

William B. Goodwin and wife,

Lenora M. Goodwin

TO

Land Investment and Development CoRP.

For draftsman's use

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

BOOK 5280 PAGE 614

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Land Investment and Development CoRP. (NAME)	SAME (NAME)	2D-3710
837 First Hills Dr (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash Tenn 37220 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

MAY 3 12 42 PM '78

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

E.G. 3 1.5.4

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,650.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF April, 19 78.

Notary Public

MY COMMISSION EXPIRES: 8/9/80

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Five Thousand Six Hundred Fifty and No/100 ($25,650.00) DOLLARS

of which $ 6,412.50 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 its one note of even date herewith in the original principal amount of $19,237.50, payable to the order of William B. Goodwin and wife, Lenora M. Goodwin in 3 annual installments of $6,412.50 each, the first of which is due and payable on the 28th day of April, 1979, and thereafter a like amount on the 28th day of each succeeding April, with the final and last installment being due and payable on the 28th day of April, 1981. The unpaid principal bears interest at the rate of 8% per annum, to be computed on the unpaid principal balance from time to time and to become due and payable on each and every payment date, all in accordance with the terms and conditions as set out in said note.

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,

We, William B. Goodwin and wife, Lenora M. Goodwin

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

Land Investment and Development CoRP.

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

Land in Davidson County, Tennessee, being an 8.55 acres, more or less, tract of land lying in the 2nd Civil District of Davidson County, Tennessee; said tract further described as being a portion of the property conveyed to William B. Goodwin et ux, as of record in Book 3890, page 54, Register's Office for Davidson County, Tennessee.

Beginning at a point lying on the westerly line of Edge-O-Lake Estates, Section Four, as of record in Book 3600, page 87, Register' Office, Davidson County, Tennessee; said point further described as being the northeast corner of the George E. Charlton, et ux property, as of record in Book 4299, page 602, Register's Office, Davidson County, Tennessee; thence running with the northerly line of the said Charlton property, South 80 degrees 45 minutes West a distance of 231.5 feet to a point; thence north 87 degrees 30 minutes west a distance of 122.4 feet to a point; thence South 0 degrees 15 minutes west a distance of 109.4 feet to a point; thence south 89 degrees west a distance of 120.59 feet to a point; thence leaving said Charlton property line and running north 7 degrees 39 minutes 14 seconds west a distance of 914.25 feet to a point; said point being 3 feet east of the property corner described as the southeast corner of the W. F. Davis et ux property, as of record in Book 2280, page 585, Register's Office, Davidson County, Tennessee, and the southwest corner of the H. T. Ezell and C. D. Whorley property, as of record in Book 3679, page 335,

Register's Office, Davidson County, Tennessee; thence with southerly line of said Ezell and Whorley property South 85 degrees east a distance of 475 feet to a point on the westerly property line of Edge-O-Lake Estates, as of record in Book 3600, page 88, Register's Office, Davidson County, Tennessee, and the point is further described as the southeast corner of the said Ezell and Whorley property; thence with westerly line of said Edge-O-Lake, Section Four, property South 3 degrees 15 minutes west for a distance of 63 feet to a point; thence south 7 degrees 20 minutes east a distance of 309.7 feet to a point; thence south 11 degrees east a distance of 355.6 feet to the point of beginning, said tract containing 8.55, more or less, acres.

Being part of the same property conveyed to William B. Goodwin and wife, Lenora M. Goodwin, by deed from Dorothy Parks Giardina and husband, Frank R. Giardina, of record in Book 3890, page 54, Register's Office for Davidson County, Tennessee.

It is understood and agreed by and between the parties to this instrument that the grantors do not represent that they have any interest which they could convey in any adjoining lands lying beyond the lines of the property previously conveyed and warranted to them by their predecessors in title, and any such lands which by any present or future survey may be shown to be embraced within the bounds of the land herein described are expressly excluded from the warranties made in this conveyance.

This conveyance is made subject to the following:

Restrictive covenants and final plat will be referred to in all deeds, that there will be a 10 foot uncleared easement or buffer strip running inside the entire length of the western boundary line 914.25 feet, said line running N 7° 39' 14" W according to survey made by James L. Murphy, Engineers, April 24, 1978.

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 Jno. B. Cobb, Jr. 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 value 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 28th day of April 19 78

LAND INVESTMENT AND DEVELOPMENT CORP.

By: Houston T. Ezell
Houston T. Ezell, President

William B. Goodwin

Lenora M. Goodwin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William B. Goodwin and wife, Lenora M. Goodwin

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 28th day of April, 19 78

Mrs. Douglas L. Sanders, Notary Public

Commission expires 8/9/81

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

MAY-3 CONV 25,650.00
MAY-3 MORTG 19,237.50
MAY-3 [illegible] B* [illegible]
MAY-3 S'TAX Houston T. Ezell B* 17.20
MAY-3 PR'FEE B* .50
MAY-3 [illegible] B* [illegible]

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Houston T. Ezell, with whom I am personally acquainted, and who upon oath, acknowledged himself to be President of the Land Investment and Development CoRP, 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 28th day of April, 19 78

Mrs. Douglas L. Sanders, Notary Public

Commission expires 8/9/81