BOOK 5293 PAGE 465

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Bluff Road Investment Partnership

TO

Fitts & Johnson Development Co., Inc.

For draftsman's use

PREPARED BY:

John W. Nelley, Jr., P.C.
26th Floor, First American Center
Nashville, Tennessee 37238
615-256-3098

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fitts & Johnson Development Co., Inc. (NAME)	Same (NAME)	181-
Box 776, Brentwood House (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 1 Js
Brentwood, Tennessee 37027 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

E 6885 9.

IDENTIF. REFERENCE T

JUN 2 2 41 PM '78

FELIX Z. WILSON REGISTER DAVIDSON CO. TENN.

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 97,452.00

Affiant Paul E. Johnson

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF May, 1978.

Sara D. Robb
Notary Public

MY COMMISSION EXPIRES: Deputy

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Ninety Seven Thousand Four Hundred Fifty Two Dollars and no/100 ($97,452.00) DOLLARS

of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

have executed a note of even date herewith in the principal amount of $97,452.00 signed by the Corporation to Bluff Road Investment Partnership. Said note is due and payable two (2) years from date with interest payable annually; said note is incorporated by reference;

JUN-2 WISE 8% 6.00 * 6.00

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 expresaly retained on the land herein conveyed,

Bluff Road Investment Partnership

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

Fitts & Johnson Development Company, Inc.

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

A tract or parcel of land located in the 16th Civil District of Willliamson County and Davidson County, Tennessee to be described as follows:

BEGINNING at a point in the center of Bluff Road, said point being common to the Whitlow property on the North; thence along the center of said Road with the following calls: S 14° 47 08"E 515.53 feet to a point; thence, S. 20° 51 01"E 1454.40 feet to a point; thence, with a curve to the right having a radius of 384.82 a distance of 164.833 feet to a point; thence, S 3° 41 29"W 261.31 feet to a point; thence, with a curve to the left having a radius of 983.326 feet a distance of 129.726 feet to a point in the center of the intersection of Bluff Road and Pinkerton Road; thence, with the center of Pinkerton Road, S 60° 41 26"W 246.85 feet to a point; thence, S 68° 50 49"W 468.26 feet to a point; thence, leaving the center of said road with a line N 20° 51 02"W 568.06 feet to a point; thence, S 69° 08 58"W 200.00 feet to a point; thence, N 20° 51 02"W 600.00 feet to a point; thence N 2° 17 33"W 869.51 feet to a point in a line common to the Whitlow property on the North; thence along said line N 89° 34 21"E 330.00 feet to a point; thence, N 0° 51 25"W 806.71 feet to a point; thence N 89° 40 49"E 312.50 feet to the point of beginning and containing 48.726 acres more of less.

Being part of the same property conveyed to Bluff Road Investment Partnership from Jim Fitts of record in Book 5262, Page 746, Register's Office for Davidson County, Tennessee and of record in Book 307, Page 673, Register's Office for Williamson County, Tennessee.

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

* Except for 1978 property taxes and a lien retained in an Installment Deed of record in Book 5262, Page 746, Register's Office for Davidson County, Tennessee and in Book 307, Page 673, Register's Office for Williamson County, Tennessee.

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. * BOOK 5293 PAGE 466

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 John W. Nelley, 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 $ FM of impro ved property 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 _____ day of May 19 78.

BLUFF ROAD INVESTMENT PARTNERSHIP

Paul E. Johnson, Partner

Jim M. Fitts, Partner

Samuel P. Fitts, Partner

FITTS & JOHNSON DEVELOPMENT, CO., INC.

By: Paul E. Johnson
President

Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named .....

.....

the 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 .....,

Tennessee, this .....day of....., 19

Commission expires .....

Notary Public.

5-23 19 78
TRANSFER TAX 233.50
MORTGAGE TAX
PROBATE FEE 50
TOTAL PAID 284.00
RECEIPT NO. 8332
$.00
REG. OR DEP. REG
WILLIAMSON COUNTY

5-23 19 78
TRANSFER TAX
MORTGAGE TAX 9550
PROBATE FEE 50
TOTAL PAID 96.00
RECEIPT NO. 83229
$.00
REG. OR DEP. REG
WILLIAMSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Paul E. Johnson and Samuel P. Fitts, with whom I am personally acquainted, and who, upon oath, acknowledged them self to be President & Secretary respectively of the Fitts & Johnson Development Company, Inc., the within named bargainor, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by them self as such officers

Witness my hand and seal, at office in Brentwood, Tn.,

this 22nd day of May, 1978.

Joyce J. Wair, Notary Public.

JOYCE J. WAIR NOTARY PUBLIC AT LARGE TENNESSEE

Commission expires 1-18-82

312 in 593

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, Joyce J. Wall, a Notary Public in and for said County and State, the within named Paul E. Johnson, the bargainor, with whom I am personally acquainted and who acknowledged to be a General Partner of the Bluff Road Investment Partnership, the within named bargainor(s), a Partnership, and that he as such General Partner, having the authority to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership as a General Partner.

Witness my hand and official seal at Brentwood, Tennessee, this 22nd day of May, 1978.

Joyce J. Wall
NOTARY PUBLIC

JOYCE J. WALL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 1-18-82

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, Joyce J. Wall, a Notary Public in and for said County and State, the within named Jim M. Fitts, the bargainor, with whom I am personally acquainted and who acknowledged to be a General Partner of the Bluff Road Investment Partnership, the within named bargainor(s), a Partnership, and that he as such General Partner, having the authority to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership as a General Partner.

Witness my hand and official seal at Brentwood, Tennessee, this 22nd day of May, 1978.

Joyce J. Wall
NOTARY PUBLIC

JOYCE J. WALL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 1-18-82

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, Joyce J. Wall, a Notary Public in and for said County and State, the within named Samuel P. Fitts, the bargainor, with whom I am personally acquainted and who acknowledged to be a General Partner of the Bluff Road Investment Partnership, the within named bargainor(s), a Partnership, and that he as such General Partner, having the authority to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership as a General Partner.

Witness my hand and official seal at Brentwood, Tennessee, this 22nd day of May, 1978.

Joyce J. Wall
NOTARY PUBLIC

JOYCE J. WALL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 1-18-82