ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
R. WAYNE OLDHAM, TRUSTEE (NAME)	SAME (NAME)	Map 147-11
1108 17th Avenue, South (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcels 34 and 38
Nashville, TN 37212 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5295 PAGE 790

FOR AND IN CONSIDERATION of the sum of

ONE HUNDRED EIGHTY-SIX THOUSAND AND NO/100 ($186,000.00)--------- *Dollars,*

of which

FIFTY THOUSAND AND NO/100 ($50,000.00)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

ONE HUNDRED THIRTY-SIX THOUSAND AND NO/100 $136,000.00) ---------*Dollars,*

R. WAYNE OLDHAM, Trustee pursuant to a Land Trust Agreement of record in Book 5295, Page 785, Register's Office for Davidson County, TN (the "Grantee") has executed his note evidencing his indebtedness to the Grantor in said amount payable in two (2) equal annual installments of SIXTY-EIGHT THOUSAND DOLLARS ($68,000.00) each due one (1) and two (2) years after the date hereof with interest upon the unpaid balance as provided in said Note. This Installment Deed secures the payment of said debt and all renewals or extensions thereof, all interest thereon and all other sums due under the terms of the Note evidencing the same or under the provisions of this Installment Deed.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, THE DANLEY CORPORATION (the "Grantor"), has does *this day bargained and sold, and ~~do~~ hereby transfer and convey unto the said* Grantee his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

BEING land in the Second, formerly Fifth, Civil District of Davidson County, Tennessee, being part of Lot No. 8, on the plan of the subdivision of part of the Ensley lands as of record in Plan Book No. 1, Page 24, of the Chancery Court at Nashville, described according to a survey of Ragan Smith & Associates, dated June 1, 1978 (File No. 78-064), as follows:

BEGINNING at an iron pin set on the northerly margin of Nolensville Road at a point that is north 52° 41' 30" west, a distance of 62.07 feet from the center of Taylor Road; thence with said margin, north 52° 41' 30" west, a distance of 348.97 feet to an iron pin set; thence north 37° 18' 30" east, a distance of 5.00 feet to an iron pin set; thence north 52° 41' 30" west, a distance of 174.72 feet to a point in a drain; thence with the boundary of the property conveyed to F. L. Hall by a Deed of record in Book 2794, Page 159, Register's Office for said county, and leaving said boundary and passing over an old iron pipe existing as a witness to the corner at 26.01 feet on a bearing of north 62° 6' 11" east, a total distance of 135.44 feet to an existing old iron pipe; thence

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $186,000.00

Affiant

Subscribed and sworn to before me, this the 7th day of October, 1978

Notary Public

My commission expires: April 18, 1982
(Affix Seal)

SUE NOLAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

with the boundary of the property conveyed to H. C. Maxwell by a Deed of record in Book 3165, Page 592, Register's Office for said county, and also with the boundary of the property conveyed to Hazel Rucker Moore by a Deed of record in Book 3952, Page 27, Register's Office for said county, south 63° 19' 36" east, a distance of 360.00 feet to an iron pin set; thence with the boundary of the property conveyed to Chester Maxwell by a Deed of record in Book 3071, Page 309, Register's Office of said county, south 7° 07' 18" west, a distance of 224.89 feet to the point of beginning; and containing 70,917 square feet or 1.628 acres according to said survey.

BEING the same property conveyed to The Danley Corporation by Deed from Weldon B. White, Jr. and the First American National Bank of Nashville, Tennessee, and James W. Allen, Jr., as Co-Executors and Co-Trustees under the Will of George H. Hobbs, as of record in Book 4295, Page 187, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1) 1978 State and Metropolitan real property taxes which have been prorated between the parties; and

2) Easements of record in Book 689, page 703 and Book 689, page 704, said Register's Office.

3) Rights of Lamar Advertising Co. under two (2) contracts for outdoor signs located upon the above described property which contracts may be canceled by Grantee upon the giving of thirty (30) days notice to Lamar Advertising Co. of his desire to cancel the same. Rents under such contracts which have been collected shall remain the property of Grantor and subsequent rents, if any, shall become the property of the Grantee.

This is ~~XXXXXXXX~~ unimproved (XX) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee *and* his *(successors), heirs and assigns forever.* Grantor *covenant* s *that* it is *lawfully seized and possessed of said real estate in fee simple,* ~~his~~ has *a good right to convey it, and that the same is unencumbered.* except as above stated.

Grantor *further covenant* s *and bind* s itself, its successors ~~and~~ *and representatives, to warrant and forever defend the title to said real estate to said* Grantee, his *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said R. WAYNE OLDHAM, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ -------- *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the truster, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 7th day of June, 1978.

THE DANLEY CORPORATION

By: W H Cammack, Pres.
William H. Cammack, President

R. Wayne Oldham Trustee
R. WAYNE OLDHAM, Trustee

E 6985 O

IDENTIF. REFERENCE

JUN 8 9 38 AM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sue F. Humphrey, a Notary Public in and for said County and State, R. Wayne Oldham, Trustee

the within named bargainor, with whom I am personally acquainted, and who acknowledged executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 7th day of June, 1978.

Sue F. Humphrey
Notary Public

SUE F. HUMPHREY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires April 18, 1982

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STATE OF .....

COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

the within named 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 ..... *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sue J. Humphrey, *a Notary Public of the State and County aforesaid, personally appeared* William H. Cammack, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of* ~~the~~ Fox The Danley Corporation, *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* 7th *day of* June, *19* 78

Sue J. Humphrey
.....*Notary Public*

Commission expires April 18, 1982

HUMPHREY NOTARY PUBLIC DAVIDSON COUNTY

JUN-8 78	CONV	90,000.00		
JUN-8 78	CONV	96,000.00		
JUN-8 78	MORT'G	90,000.00		
JUN-8 78	MORT'G	46,000.00		
JUN-8 78	S'TAX		B* 483.60	
JUN-8 78	S'TAX		B* 134.00	
JUN-8 78	PR'FEE		B* .50	
JUN-8 78	W'DEED		B* 8.00	* 626.10

INSTALLMENT DEED

FROM

TO

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238