INSTALLMENT DEED

164-178

For and in Consideration of the sum of One Hundred Ten Thousand and no/100----------($110,000.00)---------- Dollars, of which Twenty Thousand and no/100----------$20,000.00)-- Dollars, has been paid in cash by Charles R. Pope the receipt of which is hereby acknowledged, and for the remainder of Ninety Thousand and no/100----------($90.000.00)---------- Dollars, the said Charles R. Pope has executed a promissory note of even date herewith, in the principal amount of $90,000.00, payable to the order of Clayton O. Smith and wife, Lucille Smith, in 360 consecutive monthly installments of $692.03 each, beginning on the 1st day of November, 1978, and thereafter a like amount on the 1st day of each succeeding month until paid in full, both principal and interest,

all of said notes bearing 8½ per cent 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, Clayton O. Smith and wife, Lucille Smith, hereinafter referred to as grantors, have this day bargained and sold, and do hereby transfer and convey unto the said Charles R. Pope hereinafter referred to as grantee, his----------heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(as described on the attached Exhibit consisting of 1 page)

OCT-2 78	CONV	90,000.00 } 110,000.00			
OCT-2 78	CONV	20,000.00 }			
OCT-2 78	MORT'G	90,000.00			
OCT-2 78	S'TAX		B*	286.00	
OCT-2 78	S'TAX		B*	88.00	
OCT-2 78	PR'FEE		B*	.50	
OCT-2 78	W'DEED		B*	10.00	* 384.50

This is unimproved ( ) improved ( ) property, known as Nashville Motel, Murfreesboro Road Antioch, TN 37013
(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 grantee, his 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said grantee, his 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 me in hand paid, I, the said grantee

do hereby transfer and convey unto D. W. McMackin, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said grantee 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 interst may appear.

I 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 I 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 I, the said grantee 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 I 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; or if I 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. I 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. I 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 grantee, his representatives or assigns.

EXHIBIT TO INSTALLMENT DEED DATED SEPTEMBER 29, 1978, FROM CLAYTON O. SMITH and wife, LUCILLE SMITH, to CHARLES R. POPE

A tract of land in the second, formerly the Third Civil District of Davidson County, Tennessee, near Lavergne, Tennessee, described according to a survey thereof, made June 27, 1967, by Steve Draper, not of record, as follows to wit:

Beginning at a point being the intersection of the southwesterly margin of Murfreesboro Pike and the southerly property line of the tract conveyed to Charles A. Yancey by deed from Mrs. Wilmuth Simmons of record in Book 3316, page 79 in the Register's Office for Davidson County, Tennessee, running north 46 degrees 36 minutes west 329.11 feet to an iron pin; thence south 42 degrees 30 minutes west 430.4 feet to a point; thence south 75 degrees 08 minutes west 979 feet to a point; thence south 4 degrees west 50 feet to a point; thence north 75 degrees 08 minutes east 1565 feet to the point of the beginning and containing 3.0 acres more or less.

Being the same property conveyed to Clayton O. Smith and wife, Lucille Smith, by deed from Charles A. Yancey and wife, Elizabeth Yancey, of record in Book 4147, page 706, Register's Office, Davidson County, Tennessee, as corrected by deed of record in Book 4206, page 679, said Register's Office.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY BUT EXPRESSLY EXCLUDED THEREFROM IS THE FOLLOWING DESCRIBED PROPERTY:

A tract of land in the second, formerly the Third Civil District of Davidson County, Tennessee, near Lavergne, Tennessee, described according to a survey thereof, made June 27, 1967, by Steve Draper, not of record, as follows to wit:

Beginning in the south line of the property conveyed to Charles A. Yancey by deed from Mrs. Wilmuth Simmons of record in Book 3316, page 79 in the Register's Office for Davidson County, Tennessee, at a point 571 feet westerly from the margin of Murfreesboro Road at an iron pin and running with said south line south 75 degrees 08 minutes west 994 feet to a point; thence north 4 degrees east 50 feet to a point; thence north 75 degrees 08 minutes east 979 feet to a point; thence south 42 degrees 30 minutes west 47.6 feet to an iron pin; thence south 26 degrees east 21.5 feet to the beginning, and containing 1.07 acres.

Being the same property conveyed to Charles A. Yancey by deed from Clayton O. Smith and wife, Lucille Smith, of record in Book 4592, page 829, Register's Office, Davidson County, Tennessee.

This conveyance subject to all restrictions and easements of record.

Grantee (debtor) hereby grants to grantor (secured party) a security interest on all furniture, fixtures and equipment located on the above-described premises, now owned or hereafter acquired by grantee.

Dated this the 29th of September, 1978.

Clayton O. Smith

Clayton O. Smith

Charles R. Pope

Charles R. Pope

Lucille Smith

Lucille Smith

EXHIBIT 1

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 D. W. McMackin, 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 Clayton O. Smith and wife, Lucille Smith and Charles R. Pope hereunto set our hands at Nashville, Tennessee, this the 29th day of September 19 78

Clayton O. Smith

Clayton O. Smith

Lucille Smith

Lucille Smith

Charles R. Pope

Charles R. Pope

STATE OF TENNESSEE
Davidson County

Personally appeared before me, D. W. McMackin, a Notary Public in and for said County and State, the within named Clayton O. Smith and wife, Lucille Smith, and Charles R. Pope,

the bargainor S, 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 29th day of September, 19 78

D W McMackin, Notary Public.

Commission Expires 8/18/82

STATE OF _____

County.

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 _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5344 PAGE 467

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)

INSTALLMENT DEED

FROM CLAYTON O. SMITH and wife,

LUCILLE SMITH

TO CHARLES R. POPE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 9161

IDENTIF. REFERENCE

OCT 2 9 22 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles R. Pope	Same	
Nashville Motel (NAME)	(NAME)	
Murfreesboro Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Antioch, TN 37013 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
D. W. McMackin
2115 One Commerce Place
Nashville, TN 37239

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$110,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF September 19 78

Notary Public

MY COMMISSION EXPIRES: 8/18/82

(AFFIX SEAL)