INSTALLMENT DEED

For and in Consideration of the sum of Ten Thousand and No/100----------
----------($10,000.00)----------Dollars,
of which One Thousand and No/100----------($1,000.00) Dollars,
has been paid in cash by Willie C. Swanson and wife, Wilma V. Swanson,
the receipt of which is hereby acknowledged, and for the remainder Nine Thousand and No/100--
----------($9,000.00) Dollars,
the said Willie C. Swanson and wife, Wilma V. Swanson, have
given their note of even date in the amount of $9,000.00 payable to William C. Gifford in equal monthly installments of $191.23 per month, including interest at 10% per annum, for a total of 60 months beginning December 14, 1978;

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,
William Gifford and wife, Sue Gifford,
have this day bargained and sold, and do hereby transfer and convey unto the said Willie C. Swanson and wife, Wilma V. Swanson, their heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

Land being in the 14th Civil District of Davidson County, Tennessee, and being described as Tract No. 3 according to a survey by John B. Rainey, Surveyor #823, dated March 31, 1978, and known as Job No. 78-101 as follows:

Beginning at an iron pin on the westerly margin of Dry Fork Road, said iron pin being the southeast corner of this tract and the northeast corner of the Richard Shores land of record in Book 4628, page 324, Register's Office for said County, said iron pin also being 20 feet West of centerline of the aforesaid Dry Fork Road; thence leaving said Shores line and with the margin of said Dry Fork Road North 38° 15' 04" West 150.48 feet to an iron pin, said iron pin being the northeast corner of this tract; thence leaving the margin of said road South 58° 13' 10" West 550.0 feet to an iron pin; thence South 25° 28' 02" West 818.15 feet to an iron pin in the line of the Thomas H. Griggs land of record in Book 3538, page 327, said Register's Office; thence with Griggs' line South 86° 39' 36" East 238.0 feet to an iron pin, said iron pin being the northwest corner of the aforesaid Richard Shores land; thence with Shores' line and a fence, the following 2 calls: North 27° 29' 18" East 770.37 feet to an iron pin in said fence; thence continuing with fence North 53° 00' 13" East 399.83 feet to the point of beginning, containing 6.11 acres, more or less.

Being the same property conveyed to William Gifford by deed from Mildred Hamby, Dorothy Mooneyhan, Louise White, Nancy Graves and Johnny Graves of record in Book 5302, page 866, said Register's Office.

RESTRICTIONS

1. No raising of swine.
2. No commercial raising of chickens.
3. No house trailers or temporary housing of any kind.
4. No storage of junk cars, building materials or any other unsightly or offensive storage.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Willie C. Swanson and wife, Wilma V. Swanson, 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 said real estate to said Willie C. Swanson and wife, Wilma V. Swanson, 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 Willie C. Swanson and wife, Wilma V. Swanson,

do hereby transfer and convey unto Hunter Short, 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 Willie C. Swanson and wife, Wilma V. Swanson,

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 amt. 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 Willie C. Swanson and wife, Wilma V. Swanson 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 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 us, our 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 Hunter Short, 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 William Gifford and wife, Sue Gifford and Willie C. Swanson and wife, Wilma V. Swanson hereunto set our hands at Nashville, Tennessee, this the 14th day of November, 19 78

/s/ William Gifford
Sue Gifford
Willie C. Swanson
Wilma V. Swanson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William Gifford, Sue Gifford, Willie C. Swanson and Wilma V. Swanson

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 14th day of November, 19 78

Commission Expires 10/17/82

Sattie Jane Walter, Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

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 5364 PAGE 730

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....

Commission expires ....., Notary Public.

(over for additional acknowledgements)

NOV16 78 CONV 10,000.00
NOV16 78 MORT'G *9,000.00
NOV16 78 S'TAX B* 26.00
NOV16 78 S'TAX B* 7.00
NOV16 78 PR'FEE B* .50
NOV16 78 W'DEED B* 8.00 * 41.50

Exhibit #1

INSTALLMENT DEED

FROM

WILLIAM GIFFORD AND WIFE, SUE GIFFORD

TO

WILLIE C. SWANSON AND WIFE, WILMA V. SWANSON

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 0 0 5 4 4

IDENTIF. REFERENCE

Nov 16 12 05 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Willie C. Swanson et ux (NAME)	Same (NAME)	Map 48
3238 Seawood Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P/O 52s
Nashville, Tenn. 37218 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument was prepared by:
GRISSIM AND SHORT, Attorneys
1400 American Trust Building
...ville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 10,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF November, 19 78

Notary Public

MY COMMISSION EXPIRES: 10/17/82

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.