INSTALLMENT DEED

For and in Consideration of the sum of--ONE-HUNDRED, EIGHTY-EIGHT THOUSAND, FIFTY-ONE AND 00/100 ($188,051.00)----------Dollars, of which--FORTY-FIVE THOUSAND AND 00/100 ($45,000.00)----------Dollars, has been paid in cash by SAM B. SANDERS, JR. the receipt of which is hereby acknowledged, and for the remainder--ONE-HUNDRED, FORTY-THREE THOUSAND, FIFTY-ONE AND 00/100 ($143,051.00)----------Dollars, the said SAM B. SANDERS, JR. has this day executed his one promissory note of even date herewith in the principal sum of $143,051.00 payable to the order of Grantors and executed by Sam B. Sanders, Jr., and given as part of the purchase money on the herein described property. Said note is payable in three (3) consecutive annual installments as follows: 1. $23,841.83 on December 1, 1979, plus interest at the rate of 8% per annum on the un paid principal sum; 2. $47,683.67 on December 1, 1980, plus interest at the rate of 8% per annum on the unpaid principal sum; 3. $71.525.50 on the 1st day of December, 1981, plus interest at the rate of 8% per annum on the unpaid principal sum. The first payment falling due on the 1st day of December, 1979, and continuing in consecutive annual installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum. The sales price and downpayment has included a $5,000.00 option fee.

all of said notes bearing ~~six~~ 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, VIRGINIA LOMELO AND A. TOMMY POTTS AND WIFE, VIRGINIA H. POTTS have this day bargained and sold, and do hereby transfer and convey unto the said SAM B. SANDERS, JR. his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 2nd Civil District of Davidson County, Tennessee, consisting of 57.61 acres. more or less, located about 9 miles northeast from Nashville on rock road, just off highway, and is described as follows

TRACT I: A tract of land in said Civil District and said County and State, being out of the northeast corner of Lot No. 4, on the Plan of the land of John K. Buchanan, deceased, as of record in Minute Book I Page 713, County Court for said County, described as follows:

Beginning at a stone in the northeast corner of said Lot 4; thence with the East line of said lot South 1 degree West 44.72 poles to a stone. hickory pointer; thence West 16 poles to a stone; thence South 38 poles to a stone: thence North 89 degrees West 65.22 poles to a stone on the West line of a 15 foot Avenue; thence with the West line of said Avenue as follows: North 20 poles to a stone North 23 degrees East 20 poles to a stone, North 58 degrees East 5 poles to a walnut; North 17 degrees West 22 poles to a stone, North 10 degrees East 8 poles to a stone; North 44 degrees East 16 poles to a stone; North 58 degrees East 8 poles to a stone, thence South 88 degrees East 54.36 poles to beginning, containing 31 acres, more or less.

TRACT II: Beginning at Mary Parrish's southwest corner in E. L. Meriwether's North line of his 64 acre tract; thence with said line North 89¼ degrees West 80.66 poles to a stone, Townes southeast corner thence with his East line North 3 degrees East 44.8 poles to a stone, Brent's southwest corner; thence East with his South line 62.29 poles thence North 3¼ degrees East 38 poles to the northwest corner of said

*Continued, see page two.....

This is unimproved ( ) improved ( ) property, know as _____ (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 SAM B. SANDERS, JR. 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 SAM B. SANDERS, JR., 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 SAM B. SANDERS, JR.

do hereby transfer and convey unto TOM G. COLEMAN, 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.

I, the said SAM B. SANDERS, JR.

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 interest 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 SAM B. SANDERS, JR. 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; 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 borrowers representatives or assigns.

tract of land; thence South 88½ degrees East 16.4 poles to Mrs. Alice Townes northwest corner; thence with her West line South 1-3/4 degrees West 53.94 poles to a stone, said Townes and Mary Parrish's corner; continuing with said Parrish South 3/4 degrees West 29.54 poles to the beginning, containing 26.61 acres, be the same more or less.

Being the same property conveyed to Virginia Lomelo and A. Tommy Potts and wife. Virginia H. Potts, by deed from Virginia Lomelo, a one-eighth undivided interest; A. Tommy Potts, a one-eighth undivided interest; Dorothy Bass, a one-eighth undivided interest; Evelyn Pace, a one-eighth undivided interest; Nell Halfacre, a one-eighth undivided interest; Frances Hill, a one-eighth undivided interest; Raymond Potts, a one-eighth undivided interest; Donald Potts, a one-twenty-fourth undivided interest; Linda Swatzenburg, a one-twenty-fourth undivided interest; and Robert G. Potts, a one twenty-fourth undivided interest, of record in Book 5353, Page 362, Register's Office for Davidson County, Tennessee.

There is included in the above-described property but hereby expressly excluded therefrom a 1.70 acre tract sold to A. S. Johnson and more fully described in Book 4411, Page 246, Register's Office for Davidson County, Tennessee, as follows:

Land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey made by Gary R. Cummings, Surveyor, Tennessee No. 36, dated September 26, 1969, and more particularly described as follows:

Beginning at an iron pin in the line fence between the A. S. Johnson property as of record in Book 971, Page 426, Register's OFfice for Davidson County, Tennessee, and the A. T. Potts property, as of record in Book 613. Page 574, Register's Office for DAvidson County, Tennessee, said iron pin being located 410.5 feet along said line fence from a point in the southerly margin of Shumate Lane, said lane being a 15-foot right of way, said point in the margin of Shumate Lane being located 936.0 feet as measured along the southerly margin of said lane from the northeast corner of the property conveyed to Arthur Thomas Potts and wife, as of record in Book 1580, Page 91, Register's Office for Davidson County, Tennessee; thence from said beginning point South 87 degrees 1 minute East 326.3 feet to an iron pin; thence South 8 degrees 57 minutes West 233.7 feet to an iron pin; thence South 76 degrees 39 minutes West 222.5 feet to an iron pin in said line fence; thence along said fence North 16 degrees 25 minutes West 275.3 feet to an iron pin; thence with said fence North 7 degrees 15 minutes East 35.5 feet to the point of beginning, containing 1.70 acres, more or less.

There is included in the above-described property but hereby expressly excluded therefrom a tract of land sold to ARthur Thomas Potts and wife, Virginia E. Potts, and more fully described in Book 4388, Page 395, Register's Office for Davidson County, Tennessee, as follows:

Land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey made by Z. J. Wilkerson dated December, 1953, and to a survey made by Gary R. Cummings, Registered Land Surveyor No. 36 dated September 6, 1969 , and more particularly described as follows.

Beginning at an iron pin in the easterly margin of Shumate Lane, said margin being the same as the westerly boundary of R. O. Waldron as of record in Book 1308. Page 317, Register's Office for said County, said point also being the southeast corner of a tract of land conveyed to Arthur Thomas Potts and wife, Virginia Elizabeth Potts, as of record in Book 1580, Page 91, Register's Office for Davidson County, Tennessee; thence from said beginning point South 1degree 31 minutes West 24.9 feet along said margin; thence North 83 degrees 25 minutes West 271.0 feet to an iron pin; thence North 1 degree 37 minutes East 113.0 feet to an iron pin in the southerly margin of Shumate Lane; thence South 85 degrees 55 minutes East 77.8 feet along the said southerly margin to an iron pin, thence South 2 degrees West 100 feet to an iron pin; thence South 85 degrees 55 minutes East 192.2 feet to an iron pin and hackberry, said point being the point of beginning.

There is included in the above-described property but hereby expressly excluded therefrom a tract of land sold to Arthur Thomas Potts andwife Virginia Elizabeth Potts, and more fully described in Book 4388, Page 393, Register's Office for Davidson County, Tennessee, as follows.

A tract of land in the 2nd Civil District of Davidson County, Tennessee, being part of Lot No. 4 on the Plan of the lands of John K. Buchanan, deceased, as of record in Minute Book "I", Page 713, County Clerk of said County, described according to a survey by Z. J. Wilkinson, surveyor, December, 1953, as follows:

Beginning at an iron pin in the northwest corner of property conveyed to Arthur Thomas Potts and wife, in Book 1580, Page 91, Registers Office for Davidson County, Tennessee, said beginning point being in the southerly margin of Shumate Lane; thence South 2 degrees West 100 feet to an iron pin being the southwest corner of Potts property conveyed in Book 1580, Page 91, Register's Office for Davidson County, Tennessee; thence North 85 degrees 55 minutes West 29.7 feet to an iron pin; thence North 2 degrees East 100 feet to an iron pin the southerly margin of Shumate Road; thence with the southerly margin of Shumate Road 29.7 to the point of beginning.

TRACT III: Land in the Second Civil District of Davidson County, Tennessee, described according to a copy of a survey made by Cummings Surveying Co., Hermitage, Tennessee, September 26, 1969, as follows:

Beginning at a point in the southeasterly margin of Una-Antioch Pike, which said point is in the center line of an old road or right-of-way, 15 feet in width, said point being a corner of the A. S. Johnson and the Bland Wright lands, said point being located approximately .35 mile, more or less, southwesterly from Murfreesboro Road; thence following the centerline of said old road, the following courses and distances. South 89 degrees 30 minutes East 117.0 feet to a point; North 60 degrees 38 minutes East 209.5 feet to a point, South 87 degrees 22 minutes East 95.7 feet to a point; thence South 47 degrees 52 minutes East 263.0 feet to a point in A. T. Potts' northerly line; thence with Potts' said northerly line, North 84 degrees 52 minutes West, 88.0 feet to a point, thence North 47 degrees 52 minutes West 177.0 feet to a point; thence North 87 degrees 22 minutes West, 58.5 feet to a point; thence South 60 degrees 38 minutes West 209.5 feet to a point; thence North 89 degrees 30 minutes West, 178.5 feet to a point in the southeasterly margin of Una-Antioch Pike; thence with said margin of said Pike, North 42 degrees 10 minutes East 70.0 feet to the point of beginning, containing 0.79 acre, more or less.

Being the same property conveyed to Virginia Lomelo and A. Tommy Potts and wife, Virginia H. Potts, by deed from Virginia Lomelo, a one-eighth undivided interest; A. Tommy Potts, a one-eighth undivided interest, Dorothy Bass, a one-eighth undivided interest; Evelyn Pace, a one-eighth undivided interest, Nell Halfacre, a one-eighth undivided interest; Frances Hill, a one-eighth undivided interest; Raymond Potts, a one-eighth undivided interest; Donald Potts, a one twenty-fourth undivided interest; Linda Swatzenburg, a one twenty-fourth undivided interest; and Robert G. Potts, a one-twenty-fourth undivided interest, of record in Book 5353, Page 362, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government planning, building and zoning regulations.

TRACT IV: Land in the 2nd Civil District of Davidson County, Tennessee, being the easterly 50 feet of the Arthur Thomas Potts, et ux, property acquired by them in Book 4388, Page 395, and in Book 1580, Page 91, and in Plat Book 4660, Page 118, Register's Office for Davidson County, Tenn., described as follows:

Bound on the East by Glencliff Academy property owned by C. & C. Corp. in Book 4920, Page 893, Register's Office for Davidson County, Tennessee, and and westerly margin of Shumake Lane;
Bound on the North by Shumake Lanes;
Bound on the South by A. T. Potts, et ux, et al, and Shumake Lane, see Book 5353, Page 362;
Bound on the West by A. T. Potts, et ux, et al, see Book 5353, Page 362.

Being the same property conveyed to Arthur Thomas Potts, et ux, in Book 4388, Page 395, and in Book 1580, Page 91, and in Plat Book 4660, Page 118, Register's Office for Davidson County, Tennessee.

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 TOM G. COLEMAN, JR., 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 VIRGINIA LOMELO AND A. TOMMY POTTS AND WIFE, VIRGINIA H. POTTS and SAM B. SANDERS, JR. hereunto set our hands at Nashville, Tennessee, this the 31st day of October 19 78

Sam B. Sanders Jr.
A. Tommy Potts
Virginia H. Potts
Virginia Lomelo

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named A. TOMMY POTTS AND WIFE VIRGINIA H. POTTS, AND SAM B. SANDERS, JR.

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 31st day of October, 1978

Commission Expires 8-3-80 Notary Public.

STATE OF Florida
Broward County.

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named VIRGINIA LOMELO

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

Witness my hand and official seal at Sunrise, Florida this 3rd day of November, 19 78

Notary Public.

Commission Expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES OCT. 20 1980 BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5376 PAGE 605

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)

DEC 19 78	CONV	90,000.00	188,051.00
DEC 19 78	CONV	98,051.00	
DEC 19 78	MORT'G	90,000.00	143,051.00
DEC 19 78	MORT'G	53,051.00	
DEC 19 78	S'TAX	B*	489.00
DEC 19 78	S'TAX	B*	141.10
DEC 19 78	PR'FEE	B*	.50
DEC 19 78	W'DEED	B*	12.00 * 642.66

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 0 5 8 5 8

IDENTIF. REFERENCE

DEC 19 12 00 PM '78

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Sam B. Sanders, Jr.	New Owner	MAP - 149
(NAME) 1149 Ba/Lad. Dr.	(NAME)	Parcel - 25
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37215	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 188,051.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 DAY OF October 19 78.

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)