This instrument prepared by Clark H. Tidwell, 24th Floor, L & C Tower, Nashville, Tennessee 37219.

BOOK 5380 PAGE 362

INSTALLMENT DEED

Address New Owners As Follows:	Send Tax Bills To:	Map and Parcel Number
Hazel M. Blodgett 717 Murfreesboro Road Nashville, Tennessee 37210	Same	Map 106-7 Parcel 62

FOR AND IN CONSIDERATION OF the sum of Five Hundred Seventy Five Thousand ($575,000.00) Dollars, paid as follows:

1. Payment of the amount of One Hundred Twenty Five Thousand ($125,000.00) Dollars cash in hand paid by Hazel M. Blodgett to Robert Edgar Oliphant the receipt of which is hereby acknowledged; and

2. The execution of an Installment note of even date in the principal amount of Four Hundred Fifty Thousand ($450,000.00) Dollars made by Hazel M. Blodgett to the order of Robert Edgar Oliphant with interest at the rate of ten (10%) percent per annum payable in 240 payments, the first payment of principal only in the amount of Five Hundred Ninety Two and 60/100 ($592.60) Dollars being due and payable on January 1, 1979 and the amount of Four Thousand Three Hundred Forty Two and 60/100 ($4,342.60) Dollars of both principal and interest due and payable on February 1, 1979 and each and every month thereafter until paid in full and secured as hereinafter provided;

I, ROBERT EDGAR OLIPHANT, a single person as grantor have this day bargained and sold, and do hereby transfer and convey unto HAZEL M. BLODGETT as grantee, her successors, heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

> Land in Davidson County, Tennessee being part of Lot No. 6 on the Plan of Charles T. Coles property as of record in Book 161, page 32, Register's Office for said County, described according to a survey made by James L. Murphy, Jr., and Company, dated December, 1974, as follows:
> BEGINNING at an iron pin at the southeast corner of Blanton Avenue and Murfreesboro Road; thence, with the southerly margin of Murfreesboro Road, South 72° 08' East 286 feet; thence South 19° 38' West 182.23 feet, North 72° 08' East 286 feet to the easterly margin of Blanton

Avenue; thence with the same, North 18° 54' East 182.20 feet to the beginning.
Being the same property conveyed to ROBERT EDGAR OLIPHANT, a single person, by deed from Robert A. Shannon and Johnnie B. Shannon, of record in Book 4892, page 318, Register's Office of Davidson County, Tennessee.

This is improved property known as the Greystone Motel, 717 Murfreesboro Road, Nashville, Tennessee.

In addition to the real property conveyed herein, certain personal property has been conveyed by a separate Bill of Sale and assumption agreement together with the going business known as the Greystone Motel, the consideration of which is in the amount of Eighteen Thousand ($18,000.00) Dollars and included in the aforesaid cash payment in the amount of One Hundred Twenty Five Thousand ($125,000.00) Dollars.

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest thereto belonging to the said HAZEL M. BLODGETT, her successors, heirs and assigns forever. ROBERT EDGAR OLIPHANT covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for:

1. Deed of Trust executed by ROBERT EDGAR OLIPHANT to Charles C. Morrow, Trustee, of record in Book 4892, page 321, said Register's Office, dated February 26, 1975, to secure to Robert A. Shannon and Johnnie B. Shannon, and Mercer Realty Company, an indebtedness in the amount of Twenty Two Thousand Five Hundred ($22,500.00) Dollars.

2. Deed of Trust executed by ROBERT EDGAR OLIPHANT to Clarence J. Henry, Jr., Trustee, of record in Book 5380, page 940, Register's Office for Davidson County, Tennessee to secure the payment of a Promissory Note dated December 29, 1978 payable to Mercer Realty Company in the amount of Twenty Three Thousand Five Hundred Eighty Nine and 38/100 ($23,589.38) Dollars.

3. Easement for Sanitary Sewers and/or storm drainage

granted Metropolitan Government of Nashville and Davidson County, Tennessee, as set out in Book 4337, page 802, Register's Office for Davidson County, Tennessee.

4. Twenty (20') foot easement right across the rear of the property leading from Blanton Avenue, for egress and ingress.

5. Easement right for a sewer line that serves the adjoining property. Said easement extends across said property and the width of said sewer easement five (5') feet on each side of the center of the sewer line. This easement is also for the maintenance and repairs of said sewer line.

ROBERT EDGAR OLIPHANT further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to said real estate to said HAZEL M. BLODGETT, her successors, heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectively securing the payment of said indebtedness to ROBERT EDGAR OLIPHANT or the holder of the indebtedness, and for the consideration of One ($1.00) Dollar paid in cash, receipt of which is acknowledged, HAZEL M. BLODGETT, hereinafter referred to as Trustor, hereby transfers and conveys unto CLARK H. TIDWELL, Trustee, his successors, and assigns, the real estate and all personal property hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to pay all taxes and assessments when due, and 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 keep all improvements adequately insured.

Now, if Trustor 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, as herein provided, Trustor fails to reimburse Trustee, 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 20 days from the date of such payment, there shall be a default. At any time a default should be in effect as provided for herein, ROBERT EDGAR OLIPHANT or the holder of the indebtedness may, at his election, declare all sums on the said note due and payable and may take possession and control of the properties comprising the motel without institution of foreclosure proceedings. HAZEL M. BLODGETT hereby expressly waives any rights, under law, equity, to a judicial hearing prior to repossession of the motel under any such default. The foregoing shall not limit ROBERT EDGAR OLIPHANT from seeking any other available remedy in law or equity, for damages, or otherwise. This trust conveyance shall remain in full force and effect, and at the option of ROBERT EDGAR OLIPHANT or the 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 thirty (30) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse 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. ROBERT EDGAR OLIPHANT or the holder of said indebtedness, may bid at any sale under this trust conveyance. The Trustee 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:

First: To the payment of all costs, charges and expenses of executing this conveyance and enforcing said liens as herein provided.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: The residue, if any, will be paid to the Trustor, her 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, ROBERT EDGAR OLIPHANT, the holder of said indebtedness, 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 name of ROBERT EDGAR OLIPHANT when used herein shall apply to any successor, heir, assign or holder of

said indebtedness.

Upon demand, HAZEL M. BLODGETT will furnish costs, profit and loss statements and income tax records on the Greystone Motel, to ROBERT EDGAR OLIPHANT.

IN WITNESS WHEREOF, the parties to this instrument have signed their names on this the 1st day of January, 1979.

ROBERT EDGAR OLIPHANT,
Grantor

HAZEL M. BLODGETT,
Grantee and Trustor

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer of real property is Five Hundred Fifty Seven Thousand ($557,000.00) Dollars.

Affiant

Subscribed and sworn to before me,

this 1st day of January, 1979.

Notary Public

My Commission expires: Oct. 18, 1981

DORIS PAYNE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)

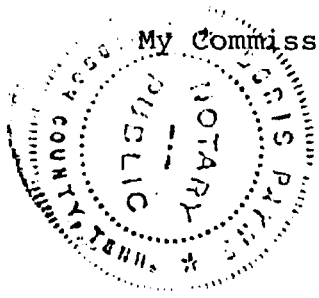
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ROBERT EDGAR OLIPHANT and HAZEL M. BLODGETT, the within named 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 1st day of January, 1979.

Doris Payne
Notary Public

My Commission expires: Oct. 18, 1981



F 0 7 6 0 4

IDENTIF. REFERENCE

JAN 2 2 14 PM '79

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

JAN-2 79	CONV	*	557,000.00	
JAN-2 79	MORT'G	*	450,000.00	
JAN-2 79	S'TAX		B* 1,148.20	
JAN-2 79	S'TAX		B* 548.00	
JAN-2 79	PR'FEE		B* .50	
JAN-2 79	W'DEED		B* 14.00	* 1,910.70