THIS INSTRUMENT PREPARED BY:
J. VAULX CROCKETT, ATTORNEY
306 Nashville City Bk & Tr.
Bldg., Nashville, TN 37201

Installment Deed

BOOK 5388 PAGE 92

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mrs. Frank A. (Kay M) Matter ~~% Mat-Co Business Forms, Inc.~~ 1920 Elm Tree Drive	Same (NAME)	106-5-137 6 DA - 3560
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37210	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three Hundred Fifty Thousand and No/100 ($ 350,000.00) ---------- *Dollars,*

of which One Hundred One Thousand, Five Hundred and No/100 ($101,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Two Hundred Forty-Eight Thousand, Five Hundred and No/100 ($248,500.00) ---------- *Dollars,*

Kay M. Matter and Joleen M. Coon

have executed

their negotiable promissory note of even date payable to the order of Enos Reed in ten equal annual installments of principal plus interest at nine and one-half percent (9-1/2%) per annum, each in the amount of Thirty Nine Thousand, Five Hundred Seventy-Seven and 54/100 ($39,577.54) Dollars, including interest, the first installment being due one year from the date hereof, and thereafter one installment the same date of each successive year thereafter, the last installment to be in the amount of the then remaining balance of the principal and interest,

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, Enos Reed and wife, Lexine G. Reed,

have this day bargained and sold, and do hereby transfer and convey unto the said Kay M. Matter and Joleen M. Coon, their

~~executors~~ *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 6th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Being Lot No. 3 on the subdivision of City View Park, Section One, surveyed by Ragan-Smith & Associates, Inc., recorded by Transpo General, Inc. on September 10, 1975, in Book 4860, page 49, Register's Office of Davidson County, Tennessee, as follows:

BEGINNING at an iron pin on the southerly margin of Reed Drive that is 501.09 feet west of the westerly margin of Polk Avenue as measured along the southerly margin of Reed Drive, thence; leaving said road, S 3° 06' 45" W a distance of 418.85 feet to an iron pin on the northerly margin of the L. & N. Railroad, thence; in a southwesterly direction with the northerly margin of L. & N. Railroad and a 2068.15 foot radius curve to the right a distance of 457.57 feet to a concrete monument, thence N 2° 38' 55" E a distance of 527.97 feet to a concrete monument, thence; with a 45 foot radius curve to the right a distance of 71.05 feet to a concrete monument on the southerly margin of Reed Drive, thence; S 86° 53' 15" E a distance of 389.00 feet to the point of beginning and containing 5.0 acres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 350,000.00

Subscribed and sworn to before me, this the 22nd day of January, 19 79

Kay M. Matter
Affiant

My commission expires: 8-4-79
(Affix Seal)

Notary Public

Along with the above described Lot No. 3 is also conveyed a perpetual exclusive and irrevocable easement for a railroad Spur tract and use thereof across the southerly part of Lot No. 2, City View Park, not of record, described as follows:

Being an Easement for Railroad spur across Lot No. 2, Section 2, City View Park, not of record this date, and being more partic ularly described in accordance with a survey by Ragan-Smith & Associates, Inc., dated September 1975, as follows:

BEGINNING at a point in the common line between Lots 2 and 3, City View Park. Said point being S 3° 06' 46" W, 360 feet from the southerly margin of Enos Reed Drive as measured along the common line of Lots 2 and 3, thence; with the northerly margin of said easement with a curve to the left (radius 542.88 feet) easterly a distance of 285.30 feet to a point on the northerly margin of the L. & N. Railroad, thence; with the northerly margin of L. & N. Railroad, S 63° 00' W, 245.63 feet; thence N 84° 27' W , 38.73 feet, thence; continuing with the northerly margin of L. & N. Railroad with a curve to the right (radius 2068.15 feet) southwesterly a distance of 23.65 feet to the common line of Lots 2 and 3, thence; with the common line between Lots 2 and 3, N 3° 06' 45" E, 58.85 feet to the point of beginning and containing 7,022 square feet or 0.161 acres.

INCLUDED BUT EXCLUDED THEREFROM is that property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 5114, page 343, said Register's Office, described as follows:

A tract of land in the 6th Civil District of Davidson County, being more particularly described as follows:

BEING part of Lot No. 3 on the Subdivision of City View Park, Section One as recorded in Book 4860, page 49, Register's Office for Davidson County, Tennessee.

BEGINNING at a point on the north margin of the L. & N. Railroad being the southwest corner of the subject tract; thence north 2° 24' east 309.89 feet to a point; thence southerly 210.87 feet along a curve that has a 2261.83 foot radius on the proposed east margin of Fessler's Lane to a point; thence south 2° 46' 30" east 95.44 feet along the proposed east margin of Fessler's Lane to a point; thence in a southwesterly direction with the northerly margin of the L. & N. Railroad with a 1888.58 foot radius curve to the right a distance of 19.20 feet to the point of beginning and containing 1,913 square feet.

Being the same property conveyed to Enos Reed by deed from Reed's Distributing Co., Inc., a Tennessee Corporation of record in Book 5191, page 732, Register's Office for Davidson County, Tennessee.

This conveyance is subject to restrictions and exclusive easement to install antenna and connecting cable of record in Deed Book 4680, page 337, said Register's Office, and easements and restrictions set out in the recorded plan of record in Book 4860, page 49, said Register's Office.

The vendees, sometimes hereinafter referred to as "Trustors", shall have the privilege and right to a partial release or partial releases without penalty from the vendor's lien from time to time, of all or any portion of a part of the tract herein conveyed, which part shall be approximately one-half of the area of said tract, but from no other portion, the specific portion subject to such right of release to be established as follows:

By plat, dated December 26, 1978, prepared by Ragan-Smith & Associates, Inc., a copy of which is attached hereto as Exhibit I as a part hereof, the tract has been divided into four potential sub-parcels approximately equal in area and roughly rectangular in shape, designated respectively as A, B, C and D, each containing an area approximating one-half that conveyed, having an interior boundary extending in a straight line from one outer boundary to the opposite outer boundary. Vendees may select prior to the first release, one only of such sub-parcels and all releases shall be made only from the sub-parcel so designated.

The conditions, requirements, terms and provisions for the furnishing and execution of releases by vendor shall be as follows (none of

which shall be applicable after the indebtedness secured by the vendor's lien shall have been paid in full): BOOK 5388 PAGE 94

1. The installment deed and the installment deed note shall not be in default in respect to payment or in respect to performance of any covenants or undertakings therein of the vendees at the time of any such partial release.

2. The vendees, to be entitled to the execution of each such partial release, shall pay to the vendor in cash, simultaneously with the receipt of each such release, an amount equal to $1.15 per square foot contained in the portion to be released.

3. At least thirty days prior to the execution and delivery of each such partial release the vendees shall furnish at vendees' expense to vendor a survey under the certificate of a licensed surveyor or engineer satisfactory to vender which shall plat and contain a metes and bounds description of the portion of land to be released and the square feet contained therein.

4. Vendees shall comply with and furnish to vendor valid assurances that vendees have complied with private restrictions and applicable state, county and municipal laws, ordinances, regulations and orders with respect to the zoning, subdividing and splitting of the premises, and pay all costs of such compliance, recording, reconveyance and trust fees, if any.

5. There shall be no restriction of the right of use for the benefit of the property to be released, nor of such right of use for the benefit of the property to be retained, of the railroad siding on the westerly side of the property, as it now exists or as it may then or thereafter be extended, without the written consent of vendor which shall be incorporated in the release, but such consent shall not be unreasonably withheld, provided, however, that this provision shall not be construed in any way whatsoever to confer on a purchaser or subsequent owner any right of use of, or interest in, such siding nor limit the right and power of vendees to control the use, supervision, extension or termination of the siding.

The amount paid for each release, or on any prepayment shall be applied to accrued interest and to any sums required by the installment deed or by the installment deed note, and the remainder shall be applied to principal. The annual installments of principal and interest at 9-1/2 per cent thereafter shall be recalculated and revised so as to amortize the payment of the remaining balance by installments of interest and principal of such equal amounts payable on the remaining payment dates set out in the note as will pay the entire principal and interest within the time provided in the note.

F. I. 0 8 6 3

IDENTIF. REFERENCE

JAN 23 10 37 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Lexine G. Reed, wife of Enos Reed, joins in this conveyance and the warranties contained herein only for the purpose of conveying and warranting any marital or other interest in the real property conveyed which she may now or hereafter have as such wife and assumes no other obligation herein and agrees that Enos Reed or any other lawful holder and owner of the note and indebtedness shall be entitled to execute and deliver releases hereunder. Except as so limited in the preceding sentence this agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors, representatives and assigns.

JAN23	CONV	*	~~.00~~ 350 000.00	
JAN23	MORT'G	*	.00 248 500.00	
JAN23 S'TAX			B* 910.00	
JAN23 S'TAX			B* 246.50	
JAN23 PR'FEE			B* .50	
JAN23	W'DEED		B* 16.00	* 1,173.00

unimproved (X)
This is improved ( ) property, known as Enos Reed Drive, Nashville, Tenn.
(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 Kay M. Matter and Joleen M. Coon, their ~~XXXXXXXXXX~~, *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* except as set out herein and by 1979 Metropolitan property tax, which will be paid by Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Kay M. Matter and Joleen M. Coon, their ~~XXXXXXXXXX~~, *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 Kay M. Matter and husband, Frank A. Matter, and Joleen M. Coon and husband, George D. Coon, Jr., *hereinafter referred to as trustors, hereby transfer and convey unto* J. Vaulx Crockett, *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 ~~the 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

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable 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/maximum rate permitted by law percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

BOOK 5388 PAGE 96

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, ~~XXXX~~ we fail 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 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 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 right and 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 1st day of January, 19 79.

Enos Reed
Enos Reed

Lexine G. Reed
Lexine G. Reed

Kay M. Matter
Kay M. Matter

Frank A. Matter
Frank A. Matter

Joleen M. Coon
Joleen M. Coon

George D. Coon, Jr.
George D. Coon, Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, BETTY PEACE, a Notary Public in and for said County and State, Kay M. Matter, Frank A. Matter, Joleen M. Coon and George D. Coon, Jr.,

the within named 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 23rd day of January, 19 79.

Betty Peace
Notary Public

Commission expires 8-4-79

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Riverside } S.S.

BOOK 5388 PAGE 97

On this 11 day of January 19 79, before me,
Lillian Cinke, a Notary Public in and for said Riverside County,
(SEAL)
personally appeared Enos Reed and Lefame H. Reed
known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged that they executed the same.

OFFICIAL SEAL
LILLIAN CINKE
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires DEC 9, 1980

WITNESS my hand and official seal.

Lillian Cinke

Notary Public in and for said Riverside County and State
My commission expires Dec 7 19 80

P-169 7-76

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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 .....

INSTALLMENT DEED

FROM
ENOS REED, ET UX

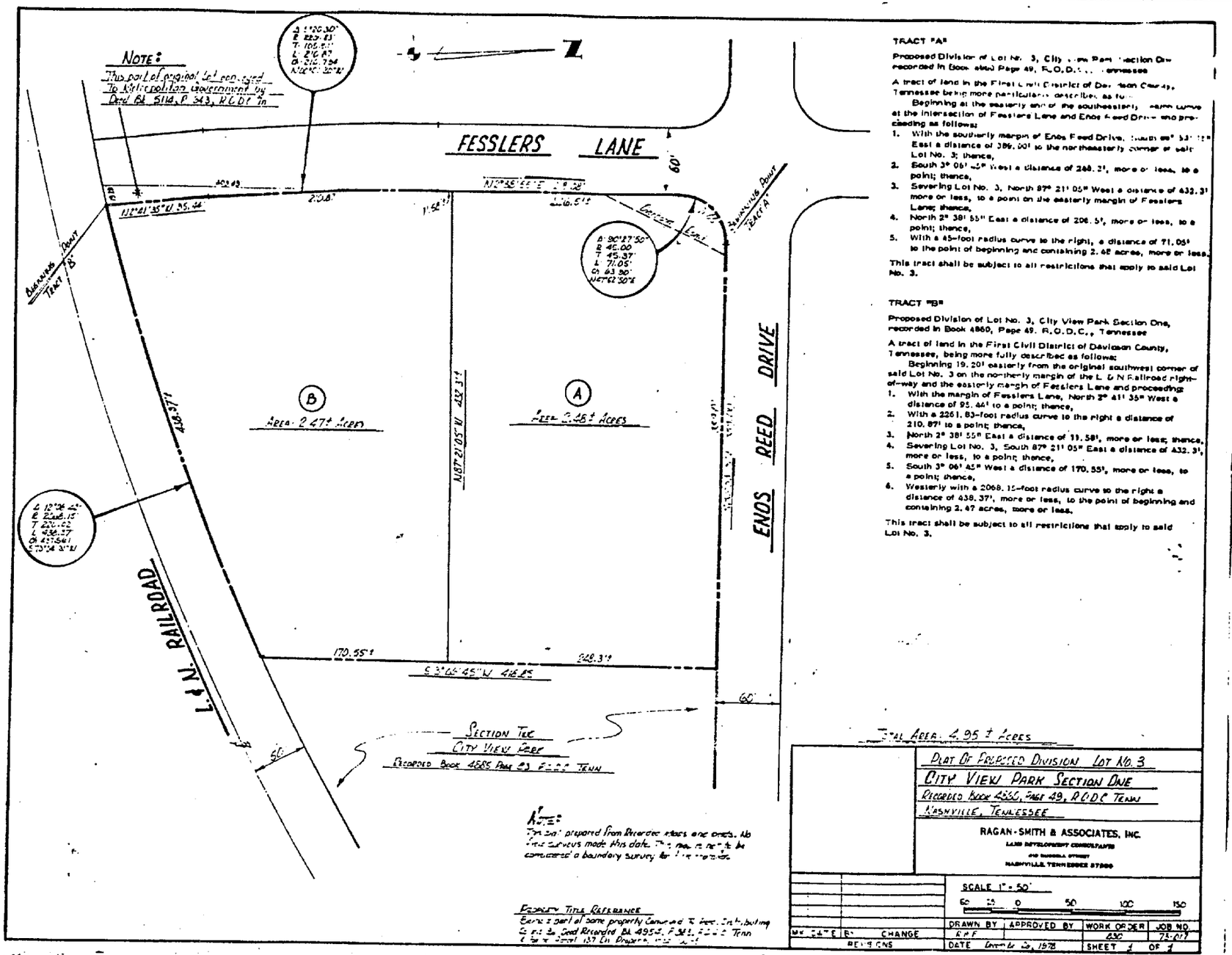
TO
KAY M. MATTER, ET AL

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

BOOK 5388 PAGE 98

Field by W. Mullen

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.



TRACT "A"

Proposed Division of Lot No. 3, City View Park Section One recorded in Book 4860, Page 49, R.O.D.C., Tennessee

A tract of land in the First Civil District of Davidson County, Tennessee being more particularly described as follows:

Beginning at the easterly end of the southeasterly return curve at the intersection of Fesslers Lane and Enos Reed Drive and proceeding as follows:

1. With the southerly margin of Enos Reed Drive, South 88° 53' 12" East a distance of 389.00' to the northeasterly corner of said Lot No. 3; thence,
2. South 3° 06' 45" West a distance of 248.31', more or less, to a point; thence,
3. Severing Lot No. 3, North 87° 21' 05" West a distance of 432.31' more or less, to a point on the easterly margin of Fesslers Lane; thence,
4. North 2° 38' 55" East a distance of 206.51', more or less, to a point; thence,
5. With a 45-foot radius curve to the right, a distance of 71.05' to the point of beginning and containing 2.48 acres, more or less.

This tract shall be subject to all restrictions that apply to said Lot No. 3.

TRACT "B"

Proposed Division of Lot No. 3, City View Park Section One, recorded in Book 4860, Page 49, R.O.D.C., Tennessee

A tract of land in the First Civil District of Davidson County, Tennessee, being more fully described as follows:

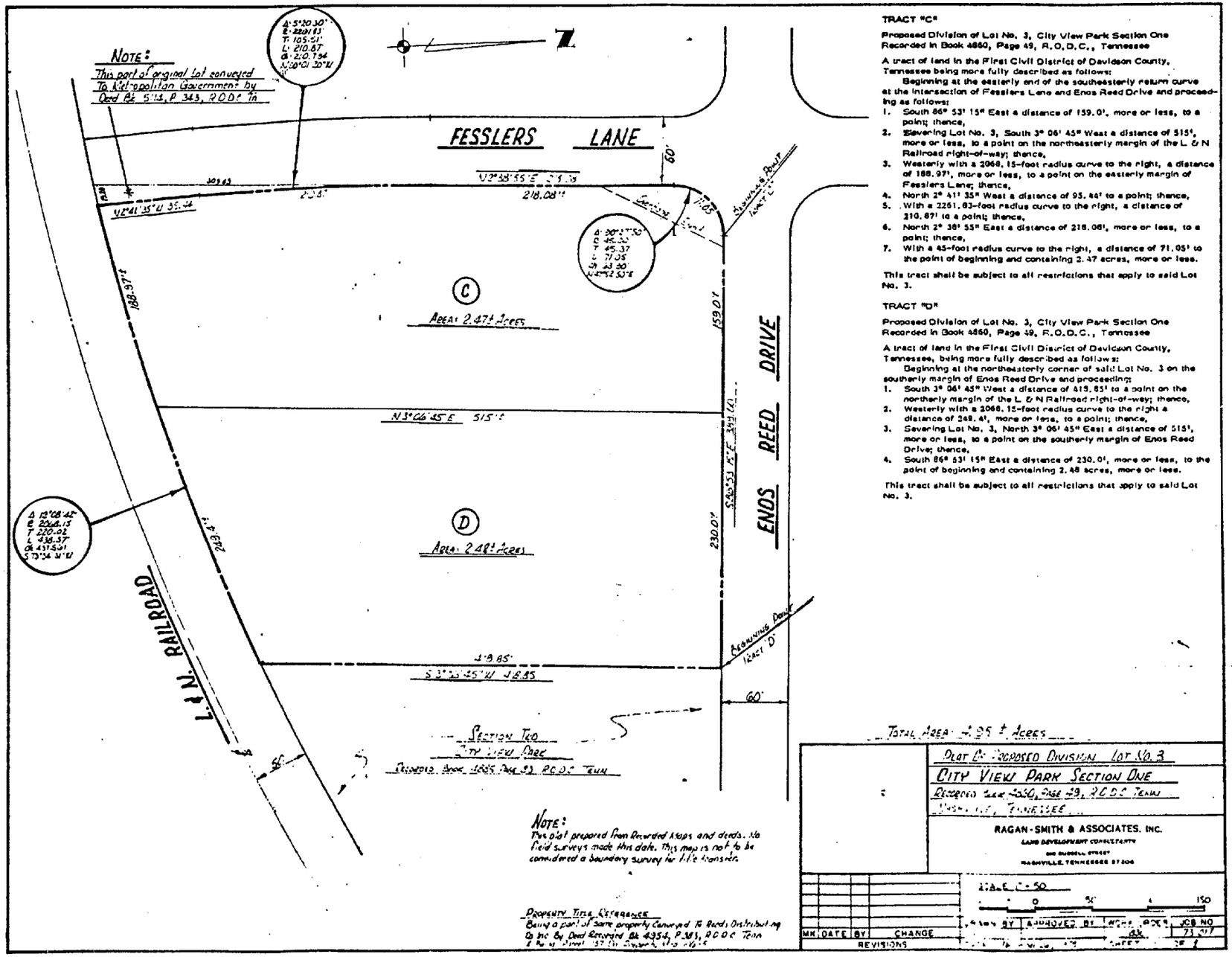
Beginning 19.20' easterly from the original southwest corner of said Lot No. 3 on the northerly margin of the L & N Railroad right-of-way and the easterly margin of Fesslers Lane and proceeding:

1. With the margin of Fesslers Lane, North 2° 41' 35" West a distance of 95.44' to a point; thence,
2. With a 2261.83-foot radius curve to the right a distance of 210.87' to a point; thence,
3. North 2° 38' 55" East a distance of 33.58', more or less; thence,
4. Severing Lot No. 3, South 87° 21' 05" East a distance of 432.31', more or less, to a point; thence,
5. South 3° 06' 45" West a distance of 170.55', more or less, to a point; thence,
6. Westerly with a 2068.15-foot radius curve to the right a distance of 438.37', more or less, to the point of beginning and containing 2.47 acres, more or less.

This tract shall be subject to all restrictions that apply to said Lot No. 3.

NOTE:
Plat prepared from Recorded plats and deeds. No field surveys made this date. This plat is not to be considered a boundary survey for title purposes.

PROPERTY TITLE REFERENCE
Being a part of same property conveyed to Jean Gatlin, Trustee by Deed of Gift Recorded Bk 4954, P 383, R.O.D.C. Tenn & by Deed Recorded Bk 5116, P 343, R.O.D.C. Tenn



TRACT "C"

Proposed Division of Lot No. 3, City View Park Section One Recorded in Book 4860, Page 49, R.O.D.C., Tennessee

A tract of land in the First Civil District of Davidson County, Tennessee being more fully described as follows:

Beginning at the easterly end of the southeasterly return curve at the intersection of Fesslers Lane and Enos Reed Drive and proceeding as follows:

1. South 86° 53' 15" East a distance of 159.01', more or less, to a point; thence,
2. Severing Lot No. 3, South 3° 06' 45" West a distance of 515', more or less, to a point on the northeasterly margin of the L & N Railroad right-of-way; thence,
3. Westerly with a 2068.15-foot radius curve to the right, a distance of 188.97', more or less, to a point on the easterly margin of Fesslers Lane; thence,
4. North 2° 41' 35" West a distance of 95.86' to a point; thence,
5. With a 2251.83-foot radius curve to the right, a distance of 210.87' to a point; thence,
6. North 2° 38' 55" East a distance of 218.08', more or less, to a point; thence,
7. With a 45-foot radius curve to the right, a distance of 71.05' to the point of beginning and containing 2.47 acres, more or less.

This tract shall be subject to all restrictions that apply to said Lot No. 3.

TRACT "D"

Proposed Division of Lot No. 3, City View Park Section One Recorded in Book 4860, Page 49, R.O.D.C., Tennessee

A tract of land in the First Civil District of Davidson County, Tennessee, being more fully described as follows:

Beginning at the northeasterly corner of said Lot No. 3 on the southerly margin of Enos Reed Drive and proceeding:

1. South 3° 06' 45" West a distance of 419.85' to a point on the northerly margin of the L & N Railroad right-of-way; thence,
2. Westerly with a 2068.15-foot radius curve to the right a distance of 249.4', more or less, to a point; thence,
3. Severing Lot No. 3, North 3° 06' 45" East a distance of 515', more or less, to a point on the southerly margin of Enos Reed Drive; thence,
4. South 86° 53' 15" East a distance of 230.01', more or less, to the point of beginning and containing 2.48 acres, more or less.

This tract shall be subject to all restrictions that apply to said Lot No. 3.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

BOOK 5388 PAGE 99