INSTALLMENT DEED

For and in Consideration of the sum of ONE HUNDRED TWENTY-FIVE THOUSAND and no/100 ($125,000.00) - Dollars, of which Thirty-one Thousand Two Hundred Fifty ($31,250.00) - - - Dollars, has been paid in cash by J. M. Grissim, Trustee, the receipt of which is hereby acknowledged, and for the remainder Ninety-three Thousand Seven Hundred Fifty and no/100 ($93,750.00) - - - - - - - - - - Dollars, the Roy C. Flowers and George Gianikas have executed their Note of even date payable to Billie Francis Wills Townes in the amount of $93,750, payable in three equal annual installments of $31,250.00, each, plus interest at the rate of eight and one-half (8½%) percent per annum,

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, Billie Francis Wills Townes

have this day bargained and sold, and do hereby transfer and convey unto the said J. M. Grissim, Trustee, with full power to sell, transfer, convey or encumber without joinder of any beneficiary, his successors ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 7th Civil District of Davidson County, Tennessee, being part of Lot No. 2 on the Plan of Nathaniel A. McNairy Lands as of record in Minute Book E, pages 564 and 565, of the Chancery, also recorded in Plan Book 1, page 29, said Register's Office, described according to a boundary survey by A. & A. Engineers, dated 11-6-78, as follows:

Beginning at a point in the northerly margin of Woodmont Boulevard as widened at the southeast corner of Pleasant Valley Subdivision; thence with the margin of Woodmont Boulevard as widened N 84° 55' 09" E 185.59 feet; thence S 49° 34' 55" E 42.04 feet; thence N 84° 55' 09" E 125.0 feet; thence N 40° 11' 52" E 83.62 feet; thence N. 15° 58' 04" W 283.59 feet; thence N 18° 43' 34" W 42.5 feet; thence S 85° 07' W 283.68 feet; thence S 3° 16' 06" E 54.2 feet; thence S 4° 17' 28" W 36.75 feet; thence S 5° 50' 44" W 249.3 feet; thence S 15° 50' 10" E 13.67 feet to the point of beginning.

Being part of the property conveyed to Robert R. Townes and Billie F. Townes by deed from Eunice Townes of record in Book 2700, page 518, said Register's Office. Property now vested in Billie Francis Wills Townes by Divorce Decree in 4th Circuit Court, Docket No. 66286.

This is unimproved ( ) improved ( ) property, known 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 J. M. Grissim, Trustee, his successors and assigns forever. I covenant that I am 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 of record.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said J. M. Grissim, Trustee, with full power, his successors 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 him in hand paid, I, the said J. M. Grissim, Trustee with full power to sell, transfer, convey or encumber without joinder of any beneficiary, do hereby transfer and convey unto Sam D. Hodges, III, 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 J. M. Grissim, Trustee, 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 $ 93,570.00 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 J. M. Grissim, Trustee, 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 J. M. Grissim, Trustee, with full power, 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 Sam D. Hodges, III, 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 Billie Francis Wills Townes and J. M. Grissim, Trustee, hereunto set our hands at Nashville, Tennessee, this the 14 day of February 19 79

Billie Francis Wills Townes
Billie Francis Wills Townes

J. M. Grissim, Trustee
J. M. Grissim, Trustee with full power to sell, transfer, convey or encumber without joinder of any beneficiary

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Billie Francis Wills Townes and ~~J. M. Grissim, Trustee, with full power,~~ 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 Nashville Tennessee, this 14 day of February, 19 79

Mary Stokes, Notary Public

Commission Expires May 24, 1980

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 5395 PAGE 359

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared J. M. Grissim, Trustee, with full power, the within named bargainer, with whom I personally acquainted, and who, upon oath, acknowledged xxxxxxxxx of the xxxx, xxxxxxxxxxxxxxxxxxxxxxxxxxxx, and that he xxxxx xxxxxxxxxxxxxxxx, executed the foregoing instrument for the purpose therein contained, xxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxx.

Witness my hand and seal, at office in Nashville, Tennessee, this 5th day of February, 1979.

Theresa Mitchell Notary Public

Commission expires February 4, 1980

(over for additional acknowledgements)

NOTARY PUBLIC AT LARGE STATE OF TENN.

INSTALLMENT DEED

FROM

BILLIE FRANCIS WILLS TOWNES

TO

J. M. GRISSIM, TRUSTEE

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.

F. 1 4 1 5 8

RUSH

IDENTIF. REFERENCE

FEB 14 1 41 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. M. Grissim, Trustee (NAME)	Roy Flowers (NAME)	118-10-93
14th Fl. American Trust Bldg (STREET ADDRESS OR ROUTE NUMBER)	1301 Nashville City Bank Bldg (STREET ADDRESS)	
Nashville (CITY) Tn (STATE) (P. O. ZIP)	315 Union (CITY) (STATE) Nashville 37201 (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

J. M. Grissim, Attorney
1400 American Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $125,000.00 *[signature]* Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF February 1979.

E. Barnes ~~Notary Public~~

MY ~~COMMISSION EXPIRES:~~ *Dep. Reg.*

(~~AFFIX SEAL~~)