This Instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
49Nashville/Tennessee 37238

BOOK 5398 PAGE 580

02/26 80.10 Check

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Land Investment and Development Corporation (NAME)	SAME (NAME)	150-1-125
837 Forest Hills Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	150-1-355
~~Brentwood~~ Nashville, Tennessee ~~37027~~ 37220 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Twenty one thousand and no/100----------($21,000.00)----------*Dollars,*
of which No----------($0.00)----------*Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Twenty one thousand and no/100----------($21,000.00)----------*Dollars,*

Land Investment and Development Corporation, a Tennessee corporation *has* executed

a promissory note of even date herewith for the principal amount of $21,000.00, payable to the order of J. W. Sargent, Sr. and wife, Lorene Sargent on or before July 15, 1979, said note bearing no 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, We, J. W. Sargent, Sr. and wife, Lorene Sargent

have this day bargained and sold, and do hereby transfer and convey unto the said Land Investment and Development Corporation, a Tennessee corporation

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two tracts of land in Davidson County, Tennessee.

TRACT 1:

Land in Davidson County, Tennessee, being Reserved Parcel "A" on the Plan of Edge-O-Lake Estates, Section 4, of record in Book 3600, page 87, Register's Office for said County described as follows:
Beginning at a point in the southerly margin of Park Dale Drive, said point being the northeast corner of Reserved Parcel "A" and the northwest corner of Lot No. 23 on said plan; thence with the west line of Lot No. 23 south 12°32' west 200.05 feet to a point, said point being the southeast corner of Reserved Parcel "A" and the southwestcorner of Lot No. 23; thence with the northerly rear lines of Lots Nos. 14, 15, 16 and part of 13 on the Plan of Edge-O-Lake Estates, Section 3 north 59° 25' 50" west 305.24 feet to a point; thence north 82° 33' east 308.84 feet to the point of beginning.

Being the same property conveyed to Jim W. Sargent, Sr. and wife, Lorene Sargent by deed from Houston T. Ezell and Charles D. Whorley, of record in Book 4828, page 876, Register's Office for said County.

(Continued on EXHIBIT A)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 21,000.00

Subscribed and sworn to before me, this the 23rd day of Feb. 19 79

Houston T. Ezell
Affiant

My commission expires: 4/21/80 (Affix Seal)

Mary Evans
Notary Public

unimproved (X)
This is improved ( ) property, known as Park Dale Drive, (House Number) (Street) Nashville, Tennessee (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 Grantees their (successors), 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 Grantees, their (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 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 Grantees hereinafter referred to as trustors, 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 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 said 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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, failing 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hands this 23rd *day of* February, 19 79, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Land Investment and Development Corporation

Houston T. Ezell

By: Houston T. Ezell, President

J. W. Sargent, Sr.

Lorene Sargent

Lorene Sargent

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* J. W. Sargent, Sr. and wife, Lorene Sargent

*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* Feb., 19 79

Mary Ensey, Notary Public

Commission expires 4/21/80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mary Ensey, *a Notary Public of the State and County aforesaid, personally appeared* Houston T. Ezell *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Land Investment and Development Corporation *the within named bargainor, a corporation, and that* he *as such* President *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tn., *this* 23rd *day of* Feb., 19 79

Mary Ensey, Notary Public

Commission expires 4/21/80

INSTALLMENT DEED

FROM
J. W. Sargent, Sr. and wife,
Lorene Sargent

TO
Land Investment and Development
Corporation

F. I. 5 6 0 9

IDENTIF. REFERENCE

FEB 26 10 41 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

EXHIBIT A

TRACT 2:

Land in the 2nd Civil District of Davidson County, Tennessee described according to a survey made by Barry Greer & Associates, dated January 21, 1975 as follows: Beginning at a point in the south margin of Park Dale Drive, said point being the northeast corner of Tract 1; thence with the north line of Tract No. 1 south 82° 33' west 308.84 feet to a point; thence with the north rear line of Lots Nos. 11, 12, and part of 13 on the Plan of Edge-O-Lake Estates, Section 3 and Lot No. 10 and part of Lot No. 9 Edge-O-Lake Estates, Section 4 north 64° 2' west 314.87 feet to a point; thence north 27° 32' east 122.40 feet to a point in the southerly margin of Park Dale Drive; thence with said southerly margin south 40° 14' east 4.54 feet to a point; thence continuing with said margin and with a curve having a radius of 385.74 feet a distance of 247.75 feet to a point; thence continuing with said margin south 77° 02' east 331.70 feet to the point of beginning.

Being part of the same property conveyed to Jim W. Sargent, Sr. and wife, Lorene C. Sargent by deed from Ruth Rawls Hughes Parks, a widow, of record in Book 4018, page 765, said Register's Office.

Jim W. Sargent, Sr. and J. W. Sargent are one and the same person and Lorene Sargent and Lorene C. Sargent are one and the same person.

This conveyance is made subject to the plan of record in Book 3600, page 87, Register's Office for Davidson County, Tennessee and restrictive covenants of record in Book 3836, page 23, said Register's Office.