This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

HOUSTON T. EZELL AND CHARLES D. WHORLEY

TO

LAND INVESTMENT AND DEVELOPMENT CORPORATION

For draftsman's use

This Instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

BOOK 5454 PAGE 271

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Land Investment and Development Corporation (NAME)	Same (NAME)	136 parcel 61.1
837 Joe B. Hill Dr (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash Tenn 37220 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000.00 Houston T. Ezell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF June 19 79.

E. Brashears
Notary Public

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

~~(AFFIX SEAL)~~

FOR AND IN CONSIDERATION OF the sum of One Hundred Thousand and No/100 ($100,000.00) DOLLARS

of which $ 15,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said ~~XXXXXX~~ Land Investment and Development Corporation, has caused its' one vendor's lien note of even date herewith in the original principal sum of Eighty Five Thousand and No/100 ($85,000.00) dollars, to be executed by its' duly authorized officer, payable to the order of Houston T. Ezell and Charles D. Whorley, on or before the 22nd day of June, 19 81, together with interest at the rate of 7% per annum, all in accordance with the terms and conditions as set out in said note.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, Houston T. Ezell and Charles D. Whorley

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Land Investment and Development Corporation

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I:

Land in the 2nd, formerly the 5th, Civil District of Davidson County, Tennessee, described according to a survey made by George W. Watkins, Surveyor, February 22, 1958, as follows:

BEGINNING at an iron pin, the northeast corner of the property conveyed to W. F. Davis and wife, by deed from L. E. Johnson, et al, of record in Book 2280, page 585, Register's Office for Davidson County, Tennessee; thence with Davis easterly line South 4° 40' West 603 feet to Davis southeast corner, said point being also in the northerly line of the property conveyed to Dorothy Parks Giardina and husband, by deed from Ruth Rawls Hughes Parks, of record in Book 2694, page 313, said Register's Office; thence with Giardina's northerly line, South 85° East 478 feet to an iron pin; thence North 3° 15' East 24 feet to a 15 inch Cedar; thence North 9° East 230 feet to a post; thence 26° 30' East 179 feet to a post; thence North 7° 15' East 180 feet to a post; thence North 7° 15' East 290.7 feet to an iron pin at the southeast corner of a tract of 2.47 acres as shown on said survey; thence with the southerly line of said tract and a tract of 4.86 acres as shown on said survey, South 78° 30' West 450 feet to an iron pin in the easterly line of the property conveyed to Samuel I. Rawls, by deed from Robert Bruce Rawls and wife, of record in Book 1534, page 347, said Register's Office; thence with Rawls easterly line, South 13° East 138 feet to an iron pin, Rawl's southeast corner; thence South 82° West 183 feet to the point of beginning, and containing 8.37 acres, more or less.

This is unimproved (X) improved ( ) property, known as ---- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

Being the same property conveyed to Houston T. Ezell and wife, Charles D. Whorley, by deed from Betty Parks Quirk and husband, Richard P. Quirk, of record in Book 3679, page 335, Register's Office for Davidson County, Tennessee. (CONTINUED ON ATTACHED "EXHIBIT A")

CHECK $349.50

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seised 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 the said real estate to said grantees, their 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto Harold Mitchell Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 value 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 interest may appear. We 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 we 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 we, the said grantees, 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 we 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; we 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 conveyance. We 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. We 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 advise 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 the grantees herein, their heirs, 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 the said 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.

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 grantors and grantees, have hereunto set our hands this the 21 day of June 19 79

Houston T. Ezell

Houston T. Ezell

Charles D. Whorley

Charles D. Whorley

LAND INVESTMENT AND DEVELOPMENT CORPORATION

By: Houston T. Ezell

President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Houston T. Ezell and Charles D. Whorley

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 21 day of June, 19 79

Harold D. Mitchell Notary Public

Commission expires 7-25-79

HAROLD D. MITCHELL NOTARY PUBLIC EXPIRES 7-25-1979

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, 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, Tennessee this 21 day of June, 19 79

Harold D. Mitchell Notary Public.

HAROLD D. MITCHELL NOTARY PUBLIC EXPIRES 7-25-1979

Commission expires 7-25-79

"EXHIBIT A"

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TRACT 2:

Land in the Second Civil District of Davidson County, Tennessee, and being described according to a survey made by George W. Watkins, on February 22, 1958, as follows:

BEGINNING at a point in the center of Smith Springs Road, being the northeast corner of the property conveyed to Caldwell by Mrs. Ruth Rawls Parks, as of record in Book 3225, page 497, Register's Office for said County; thence with the easterly margin of a 50 foot roadway, as shown on said survey, South 6 degrees West 639 feet to a point; thence South 78 degrees 30 minutes West 267.7 feet to an iron pin; thence North 13 degrees west 733 feet to a point in the center line of Smith Springs Road; thence with the center of said Road, South 86 degrees 15 minutes east, 491.7 feet to the point of beginning, and containing 5.49 acres, more or less.

BEING the same property conveyed to Houston T. Ezell and Charles D. Whorley, by deed from Mrs. Ruth Rawls Hughes, now Mrs. Ruth Rawls Parks, and husband, Homer B. Parks, of record in Book 3679, page 332, Register's Office for Davidson County, Tennessee.

F 36110

IDENTIF. REFERENCE

JUN 22 3 03 PM '79

REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			100[illegible].00- CO	
			250[illegible].50- MO	
			260.50 CO TX	
			83.00 MO TX	
			.50 PRFEE	
			6.00 MDE'D	
			CHECK	349.50-
			1423806/2[illegible]/79 BAL	.0[illegible]

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

E 3611 0

IDENTIF. REFERENCE

JUN 22 3 03 PM '79

FEE [illegible] REGISTER
DAVIDSON COUNTY, TENN.

No. 692299