Orig -
Mr Mead

This instrument prepared by:
C. D. Rippy, Attorney
26th Floor, L & C Tower
Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) BOOK 5600 PAGE 855

The actual consideration or value, whichever is greater, for this transfer is $59,500.

William Gifford
Affiant

Subscribed and sworn to before me, this 8th day of May, 1980.

Sharron C. Cook
Notary Public

My Commission Expires: July 22, 1981

RUSH

F 88964

IDENTIF. REFERENCE

MAY 12 10 40 AM '80
FEE $ 7.00 BOOK REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

New Owner:
William Gifford
P.O.Box 216
Whites Creek,Tn 37189

Send Tax Bills To:
Same

Map-Parcel
21-76, 140 6640

For and in Consideration of the sum of Fifty-nine Thousand Five Hundred ($59,500) Dollars, of which Fourteen Thousand Eight Hundred and Seventy-five ($14,875) Dollars has been paid in cash by William Gifford, the receipt of which is hereby acknowledged, and for the remainder of Forty-four Thousand Six Hundred Twenty-five ($44,625) Dollars, the said William Gifford has executed one principal promissory note payable to the order of Howard Anderson Babb, dated May 8, 1980, payable in ten (10) equal annual installments of Four Thousand Four Hundred Sixty-Two and 50/100 ($4,462.50) Dollars each, payable on or before May 8 each year, the final payment, if not sooner paid being payable on May 8, 1990, with interest from date at the rate of 9 3/4% per annum, payable annually, commencing on the 8 day of May, 1981 on the entire unpaid balance remaining from time to time, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, we, Boyd M. Babb, administrator of the estate of Charles Donnell Babb, deceased, pursuant to orders of the Davidson County Probate Court of record in Minute Book _____, page _____, owning one-fourth undivided interest, Boyd M. Babb, individually, owning a one-fourth undivided interest, and Howard Anderson Babb, owning a one-fourth undivided interest, have this day bargained and sold, and do hereby transfer and convey unto the said William Gifford, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, and being described according to a survey by J. Bruce Rainey, Surveyor #823, dated March 28, 1980, and known as Job No. 80-042, as follows:

BEGINNING at an iron pin on the southerly margin of Clarksville Hwy. (US 41-A) 35 feet from the centerline; said point of beginning being the northwest corner of this tract and the northeast corner of the James M. Edwards property of record in Deed Book 3375, page 456, R.O.D.C., Tennessee; thence leaving the margin of said highway and with Edwards' easterly line S 26° 30' 00" W 225.04 feet to an iron pin; thence continuing with Edwards' S 43° 31' 56" W 333.72 feet to an iron pin by others; thence with Edwards' southerly line N 59° 58' 04" W 309.00 feet to an iron pin in the line of the A. M. Binkley land of record in Deed Book 989, page 115, R.O.D.C. Tennessee; thence with Binkley's line S 48° 10' 43" W 676.12 feet to an iron pin; thence continuing with Binkley and with a fence S 49° 00' 54" W 1204.51 feet to an iron pin by others in the line of the C. G. Wilson land of record in Deed Book 5166, page 378, R.O.D.C., Tennessee; thence with Wilson's line S 1° 00' 54" W passing an iron pin at 465.00 feet in all 495.00 feet to a point in the center of a creek; thence with the center of said creek, the following twelve calls: S 74° 36' 06" E 183.39 feet to a point; thence N 79° 47' 03" E 142.74 feet to a point; thence S 81° 15' 00" E 131.95 feet to a point; thence N 70° 23' 53" E 310.32 feet to a point; thence S 77° 08' 04" E 71.65 feet to a point; thence N 43° 03' 23" E 146.03 feet to a point; thence N 79° 32' 40" E 59.00 feet to a point; thence S 65° 22' 49" E

172.37 feet to a point; thence N 57° 46' 15" E 189.15 feet to a point; thence N 37° 49' 12" E 159.26 feet to a point; thence N 82° 35' 38" E 137.40 feet to a point; thence N 22° 40' 42" E 111.95 feet to a point; thence leaving the center of said creek S 87° 25' 52" E 81.00 feet to an iron pin; thence N 3° 40' 52" W crossing creek 83.00 feet to an iron pin; thence N 70° 49' 08" E 12.01 feet to an iron pin; thence S 3° 40' 52" E crossing creek at approximately 12.0 feet in all 100.00 feet to an iron pin; thence N 52° 08' 19" E 713.35 feet to an iron pin in the line of the Van Wilson property of record in Deed Book 2598, page 383, R.O.D.C., Tennessee; said point also being the southwest corner of the Howard A. Babb land of record in Deed Book 4250, page 866, R.O.D.C., Tennessee; thence with Babb's line the following two calls: N 13° 40' 14" W 573.15 feet to a concrete monument; thence N 28° 00' E 634.44 feet to an iron pin on the southerly margin of the aforesaid Clarksville Hwy. (US 41-A); thence with the margin of said highway N 82° 23' 13" W 363.82 feet to the point of beginning, containing 55.76 acres, more or less.

Being property conveyed to Howard Anderson Babb by deed from J. J. Babb and wife, Emma Anderson Babb, of record in Book 4250, page 866, Register's Office for Davidson County, Tennessee. The said Howard Anderson Babb, having since conveyed a 1/2 undivided interest in said property to Charles D. Babb and Boyd M. Babb, by deed of record in Book 4823, page 513, and re-recorded in Book 4825, page 612, Register's Office for Davidson County, Tennessee. The said Charles D. Babb having since died.

Subject to: An easement for pipe transmission lines granted to Tennessee Natural Gas Lines, Inc., and incidental rights thereto by an instrument executed by J. J. Babb, dated November 12th, 1945, of record in Book 1357, page 70, Register's Office for Davidson County, Tennessee;

An easement for installation and maintenance of a rectifier and necessary accessaries granted Tennessee Natural Gas Lines, Inc., in an instrument dated February 5, 1957, executed by J. J. Babb, of record in Book 2638, page 429, Register's Office for Davidson County, Tennessee.

This is unimproved property, known as _____ Clarksville Hwy., Joelton, Tennessee, 37080.

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William Gifford, his 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 for taxes for the year 1980, which have been prorated in the settlement and assumed by the purchaser.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said William Gifford, his 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-note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, I, the said William Gifford do hereby transfer and convey unto C. D. Rippy, 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 William Gifford 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 the reasonable values thereof until the note 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 and holder of said note, as his interest may appear.

I further agree to keep the improvements on said property in good repaid 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 note, 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 William Gifford shall pay the note aforesaid when due, according to its 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 said note 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 note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of th lawful owner and holder of said note, or any installment then past due and unpaid, all remaining unpaid 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 installment of said note, 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 the unpaid balance of said note 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 William Gifford, his 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 note, or, if more than one, then of the first-maturing unpaid note, is herby 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 C. D. Rippy, 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 making the covenants and warranties herein contained, Boyd M. Babb, as administrator of the estate of Charles Donnell Babb, deceased, does so only in his capacity as such administrator as fully as he could or ought to do, but no further or otherwise.

I, Sue Gifford, wife of William Gifford, join in the execution of this installment deed for the sole purpose of transferring and conveying to C. D. Rippy, Trustee, all of my right, title and interest in the within described property, whether as homestead, spouse's elective share, or otherwise.

IN WITNESS WHEREOF, we, the said Boyd M. Babb, administrator of the estate of Charles Donnell Babb, deceased, Boyd M. Babb, individually, Howard Anderson Babb, and William Gifford and Sue Gifford, his wife, hereunto set our hands at Nashville, Tennessee, this the 8th day of May, 1980.

Boyd M. Babb
Boyd M. Babb, as administrator of the estate of Charles Donnell Babb, deceased

William Gifford
William Gifford

Boyd M. Babb
Boyd M. Babb, individually

Sue Gifford
Sue Gifford

Howard Anderson Babb
Howard Anderson Babb

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Boyd M. Babb, administrator of the estate of Charles Donnell Babb, deceased, and individually, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 8th day of May, 1980.

Sharon C. Couch
Notary Public

My commission expires: July 22, 1981

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, William Gifford and wife, Sue Gifford, 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 8th day of May, 1980.

Sharon C. Couch
Notary Public

My commission expires: July 22, 1981

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Howard Anderson Babb, unmarried, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 8th day of May, 1980.

Sharon C. Couch
Notary Public

My commission expires: July 22, 1981

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5600 PAGE 859

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			59500.00- CO	
			44625.00- MO	
			104.70 CO TX	
			42.60 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 203.80-	
			6454405/12/80 BAL .?.	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

88964.

IDENTIFICATION REFERENCE

MAY 12 10 40 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 757170