BASS, BERRY & SIMS EWB
2700 First American Center
Nashville, Tennessee 37238

INSTALLMENT DEED

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Address New Owner(s) As Follows :	Send Tax Bills To :	Map-Parcel Numbers
William and Lee, Inc.	SAME	135-16A
(Name)	(Name)	
P. O. Box 50028		PAR 100
(Address)		
Nashville, Tennessee 37205		No. 20 54028
(City) (State) (Zone)		

No/100

FOR AND IN CONSIDERATION OF THE SUM OF SIXTEEN THOUSAND FIVE HUNDRED & ($ 16,500.00) DOLLARS, of which Eight Thousand Five Hundred ($ 8,500.00) DOLLARS has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantee has executed its Promissory Note in the principal amount of EIGHT THOUSAND AND NO/100----------($8,000.00) Dollars, payable to the order of Grantor as follows:
The Promissory Note shall bear interest at the rate of Twelve Per Cent (12%) per annum, Balance due in six months from the date hereof or upon conveyance of property by Grantee whichever occurs first.

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.

2154 Trading Corporation, a New York corporation, hereinafter called Grantor, has this day bargained and sold, and does hereby transfer and convey unto Willian and Lee, Inc. , hereinafter called Grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Lot No. 71 on the Plan of Subdivision of Tracts 8, 9 & 10 of Nashboro Village of record in Book 5200, page 186, Register's Office for Davidson County, Tennessee.

BEING part of the same property conveyed to 2154 Trading Corporation by Special Warranty Deed from The Nashboro Village Company, a Georgia general partnership composed of Horne & Associates, Inc., a Georgia corporation, and Recreational Development, Inc., a Tennessee corporation, of record in Book 4981, page 414, Register's Office for Davidson County, Tennessee, title to said property having theretofore been vested in 2154 Trading Corporation and The Nashboro Village Company as tenants in common pursuant to Notice of Termination and Dissolution of Partnership, of record in Book 4981, page 409, said Register's Office.

This is unimproved property known as Lot 71 of Site 8, 9, & 10 Nashboro Village, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for (1) applicable zoning ordinances; (2) easements for rights-of-way for public roads and for the erection and maintenance of public utilities; (3) easements and restrictions reflected on the Plan of record in Book 5200, page 186, said Register's Office; (4) Declaration of Covenants and Restrictions of record in Book 4827, page 14, said Register's Office; (5) Supplemental Declaration of Covenants and Restrictions of record in Book 5465, page 561, said Register's Office, as amended in Book 5588, page 429, said Register's Office; and (6) real estate taxes for the current year, which have been prorated and assumed by Grantee.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, but not further or otherwise.

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 ($1.00), to it in hand paid, Grantee herein does hereby transfer and convey unto E. Warner Bass, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing the payment of the indebtedness evidenced by the hereinabove-described note. Grantee does hereby agree to keep all buildings now on, or to be erected on said property, insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as the holder of said note may require, in a reliable hazard insurance company or companies satisfactory to the holder of said note for at least the sum of $ 50,000.00 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 its interest may appear. Said policy or policies shall contain a replacement cost endorsement. Grantee further agrees 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 Grantee fails 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 herein, the same to bear interest from the date of such payment. Now, if Grantee shall pay the aforesaid note 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 Grantee fails to pay said note, or any part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, Grantee fails to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or by the lawful owner and holder of said note, within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful holder of said note then past due and unpaid, the unpaid note 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 (20) days' notice by three (3) 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. Grantee agrees that the Trustee, may at any time, after default in the payment of said note, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantee further agrees 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 purchaser by the Trustee of a deed for said property.

The aforesaid note evidencing the indebtedness secured hereby shall become due and payable at the option of the holder hereof if Grantee conveys the property which is the subject of this Installment Deed or allows any lien to be placed thereon, or if Grantee's equitable title thereto or interest therein shall be transferred in any manner. The holder of the indebtedness secured hereby may consent to such transfer or lien, provided that such consent shall not release or alter in any manner the liability of Grantor or anyone who has assumed said indebtedness, and further provided that any such waiver or consent for one transfer or encumbrance shall not preclude the holder from declaring the same due and payable for any subsequent transfer or encumbrance.

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 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 Grantee herein, its successors, 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 trust may be required, the lawful owner and holder of said lien 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 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 Grantor and Grantee, have hereunto set our hands this the 14 day of August, 1980.

WILLIAM AND LEE, INC.

By _____
its _____

GRANTEE

2154 TRADING CORPORATION

By _____ 8-7-80
its Vice President

GRANTOR

Beulah M. Niznany 8-7-80
Notary Public, Georgia, State at Large
My Commission Expires April 20, 1984

STATE OF GEORGIA
COUNTY OF DeKalb

Before me, Beulah M. Niznany, a Notary Public in and for said County and State, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of 2154 TRADING CORPORATION, the within-named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as such officer.

WITNESS my hand and seal at office in Atlanta, Georgia, this 7th day of August, 1980.

Beulah M. Niznany
Notary Public

My Commission Expires:
Notary Public, Georgia, State at Large
My Commission Expires April 20, 1984

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of William & Lee Inc., the within-named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as such officer.

WITNESS my hand and seal at office in Nashville, Tennessee, this 14th day of August, 1980.

_____
Notary Public

My Commission Expires:
10-18-81

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STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 16,500.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 14th DAY OF August 19 80
Deputy Register

RUSH

G 0 2 4 7 8

IDENTIF. REFERENCE

AUG 14 3 17 PM '80

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			16500.00- CO	
			8000.00- MO	
			42.90 CO TX	
			6.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	58.40-
5723A	08/14/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.O.2.4.7.8

IDENTIF. REFERENCE

AUG 14 3 17 PM '80

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

6.00 Paid in Cash

No. 773797