INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Twenty Thousand and NO/100----------($120,000.00)---------- Dollars, of which Fifteen Thousand and NO/100 ($15,000.00)---------- Dollars, has been paid in cash by Richard W. Johnson the receipt of which is hereby acknowledged, and for the remainder One Hundred Five Thousand and NO/100 ($105,000.00)---------- Dollars, the said Richard W. Johnson has executed his promissory note of even date herewith, to secured payment of the remainder $105,000.00 to Cypress-Guttman. The terms of said note are incorporated herein by referenced and made a part hereof.

Said promissory note was executed by Richard W. Johnson and is payable under the terms and conditions as specified in the said promissory note, and provides

all of said notes bearing six percent 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, we, Jerome B. Guttman and Mandell L. Cypress, Grantors

have this day bargained and sold, and do hereby transfer and convey unto the said Richard W. Johnson, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 10, as shown on the Plan of Glenview Commercial Development, being a Resubdivision of Lots No. 1, 2, 4, 5 and 6, and parts of Lots No. 3, 8 and 9, Subd. H. W. William's Lands, Bk. 547, pg. 6 & 63, of record in Book 3700, page 152, Register's Office for said County.

SAID Lot No. 10 fronts 21.7 feet on the northeasterly side of Murfreesboro Pike, and 166.7 feet on the southeasterly side of Philfre Court, and measures 34.8 feet around the curve at the easterly or southeasterly corner of the intersection of Murfreesboro Pike, and Philfre Court; measures 50.0 feet along its northeasterly line and 190 feet along its southeasterly line.

BEING part of the same property conveyed to J.B. Guttman and M. L. Cypress, by deed from J.L. Cowan and wife, Dorothy C. Cowan, of record in Book 3927, page 521, Register's Office for Davidson County, Tennessee.

The property herein described as not the usual place of residence of the Grantors or of their spouses nor of the Grantee or his spouse. This conveyance is being made expressly subject to taxes for the year 1981, which are being prorated as of date of deed, the payment of which is expressly assumed by Grantee; and except for the condition of the title as conveyed herewith. Grantors make no warranty, representation or guarantee concerning the condition of the improvements or of any personalty located therein or thereon nor about future incomes, expenses or profitability.

Jerome B. Guttman and J. B. Guttman are one and the same person.

Mandell L. Cypress and M. L. Cypress are one and the same person.

This is unimproved ( ) improved (X) property, known as 1044 Murfreesboro Road, Nashville, TN 37217
(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 Richard W. Johnson, 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 as herein set out.

we further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Richard W. Johnson, 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 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 me in hand paid, I, the said Richard W. Johnson

do hereby transfer and convey unto Theodore H. Pailet, 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 Richard W. Johnson 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 $120,000.00 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 Richard W. Johnson 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; If 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 Richard W. Johnson, 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 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 Theodore H. Pailet, 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 Jerome B. Guttman and Mandell L. Cypress and Richard W. Johnson hereunto set our hands at Nashville, Tennessee, this the 1st day of June 1981

Mandell L Cypress
Jerome B Guttman
Richard W Johnson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Melva H. Cline, a Notary Public in and for said County and State, the within named Jerome B. Guttman, Mandell L. Cypress and Richard W. Johnson

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 1st day of June, 1981

Commission Expires January 22, 1984 Melva H Cline, Notary Public.

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 5752 PAGE 320

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be .....

.....of the .....,

the within named bargainor, a corporation, and that ..... he as such .....,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in .....,

this ..... day of ....., 19 .....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

G.4.4428

IDENTIF. REFERENCE

Jan 2 3 10 PM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
Cypress-Guttman

TO
Richard W. Johnson

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

FORMLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard W. Johnson (NAME)	Same (NAME)	Map 106-16
1044 Murfreesboro Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 53
Nashville, TN 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	2DA50950

THIS INSTRUMENT WAS PREPARED BY

Theodore H. Pailet, Attorney
1906 South Street
Nashville, TN 37212

mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 120,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF June 19 81.

Notary Public

MY COMMISSION EXPIRES January 22, 1984

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5752 PAGE 321

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
			120000.00-	CO
			105000.00-	MO
			312.00	CO TX
			103.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	427.50-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK .00

G 4 4 4 2 8

T
IDENTIF. REFERENCE

JUN 2 3 10 PM '81

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

No. 825096