This instrument prepared by
Joseph Martin, Jr.
226 Third Ave. N
Nashville, TN 37201

Installment Deed

Creason Clayton Construction Co., Inc.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
& Four-O-One Financial Corp. a Joint Venture (NAME)	Same (NAME)	116-12 111
c/o Fidelity Savings & Loan 401 Union Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	7DA 39850 117-9 22
Nashville, Tenn. 37219 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	7DA 39650

4375 07/01 5406 .25 CHECK

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FOR AND IN CONSIDERATION of the sum of One Million Six Hundred Fifty Thousand Dollars ($1,650,000.00), ~~Dollars~~,

of which Five Hundred Forty-Four Thousand Five Hundred Dollars ($544,500.00) ~~Dollars~~, *has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Million One Hundred Five Thousand Five Hundred Dollars ($1,105,500.00) ~~Dollars~~, Creason Clayton Construction Company, Inc., and Four-O-One Financial Corp. (both Tennessee corporations), a joint venture *have executed* a promissory note evidencing such indebtedness, being payable in five (5) semi-annual installments of Two Hundred Twenty-One Thousand One Hundred Dollars ($221,100.00) each, with interest payable on the then unpaid balance at the rate of ten per cent (10%) per annum, the respective payments of principal and interest installments being due on January 4, 1982, July 1, 1982 January, 3 1983, July 1, 1983 and January 2, 1984,

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, Parkes Armistead and wife Katherine M. Armistead

have this day bargained and sold, and do hereby transfer and convey unto the said Creason Clayton Construction Company, Inc., and Four-O-One Financial Corp., a joint venture, its and their *(successors), ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 1st Civil District of Davidson County, Tennessee, being a part of the Residence Tract and part of Tract 6 of Billington's Subdivision of part of lot No. 2 of the Compton Land as of record in Book 547, page 116, Register's Office for Davidson County, Tennessee, and being part of Lot 3 on the Plat of Billington's Subdivision of the west part of lot 2 of the Henry Compton Land as of record in Book 547, page 47, Register's Office for Davidson County, Tennessee and being more particularly described according to a survey by Barge, Waggoner, Sumner & Cannon, dated February 19, 1981, as follows:

Beginning at a concrete monument in the northerly margin of Abbott Martin Road, said monument being 25 feet from the center line of Abbott Martin Road and being 885 feet more or less east of the intersection of Estes Road and Abbott Martin Road, and being the southeast corner of the resubdivision of Armistead and Martin Lots as of record in Plat Book 5190, page 71, R.O.D.C. Tennessee; thence north 1° 17' east 578.0 feet to an iron pin; thence north 87° 46' west 485.0 feet to an iron pin; thence north 1° 26' east 299.0 feet to an iron pin; thence south 87° 52' east 485.0 feet to an iron pin; thence north 00° 44' east 301.0 feet to an iron pin; thence south 87° 56' east 7.0 feet to an iron pin;

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 1,650,000.00

Affiant

Subscribed and sworn to before me, this the 1st day of July, 1981

My Commission expires: April 21, 1985 (Affix Seal)

Notary Public

thence north 1° 39' east 294.8 feet to an iron pin; thence south 59° 32' east 197.1 feet to an iron pin; thence south 46° 27' east 257.8 feet to a manhole; thence south 58° 24' east 188.7 feet to a manhole; thence south 24° 12' east 325.2 feet to a manhole; thence south 69° 57' east 169.6 feet to a manhole; thence south 55° 19' east 137.6 feet to an iron pin; thence south 3° 19' west 688.7 feet to an iron pin; thence north 86° 41' west 248.1 feet to an iron pin; thence north 89° 11' west 675.6 feet to the point of beginning, said tract containing 26.80 acres, more or less.

Being the remaining part of the same property conveyed to Parkes Armistead and wife Katherine M. Armistead by deed from Louise M. Cherry of record in Book 2392, page 285, and by deed from Elizabeth Buford Shepherd, a widow,of record in Book 1540, page 175, Register's Office for Davidson County, Tennessee.

This is improved ( ) property, known as 2800 Abbott Martin Road, Nashville, Tennessee
(House Number) (Street) 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 Creason Clayton Construction Company, Inc., and Four-O-One Financial Corp., a joint venture, its and their *(successors), 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 by the lien of taxes for the year 1981, which taxes have been prorated and grantees have assumed, by sewer easements of record in Book 3401, page 545, Register's Office of Davidson County, Tennessee, by such creek flowage easements as may exist, and by such right-of-way easements as may exist with respect to Abbott Martin Road.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Creason Clayton Construction Company, Inc., and Four-O-One Financial Corp., a joint venture, its and their *(successors), 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 Creason Clayton Construction Company, Inc., and Four-O-One Financial Corp., a joint venture *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph Martin, 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 $500,000.00, *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 10 % percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor. No bond and no filing of any account or settlement by the trustee shall be required.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and/~~or~~ each corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st *day of* July, *19* 81.

Parkes Armistead

Katherine M. Armistead

CREASON CLAYTON CONSTRUCTION COMPANY, INC.

By: Creason Clayton, Pres.

FOUR-O-ONE FINANCIAL CORP.

By: Stanley L. Creighton,

V. Pres.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Joseph Wade Martin, *a Notary Public in and for said County and State,* Parkes Armistead and wife Katherine M. Armistead

*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* 1st *day of* July, *19* 81.

JOSEPH WADE MARTIN, NOTARY PUBLIC, DAVIDSON COUNTY, TENNESSEE

Notary Public

Commission expires 7-17-83

STATE OF.....

COUNTY OF..... } BOOK 5764 PAGE 533

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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.....

RUSH

FILED FOR RECORD
DAVIDSON COUNTY, TENN.
Jul 1 10 45 AM '81

IDENTIFICATION REFERENCE

6488 37

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Jo Ann Stewart, *a Notary Public of the State and County aforesaid, personally appeared* Creason Clayton, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* Creason Clayton Construction Company, Inc., *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* himself *as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 1st *day of* July, *19*81.

Commission expires April 21, 1985 Jo Ann Stewart *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Jo Ann Stewart, a Notary Public of the State and County aforesaid, personally appeared Stanley D. Overton, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Four-O-One Financial Corp., 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 himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of July, 1981.

Jo Ann Stewart Notary Public

Commission expires April 21, 1985.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
PARKES ARMISTEAD, et ux

TO
CREASON CLAYTON CONSTRUCTION COMPANY, INC. &
FOUR-O-ONE FINANCIAL CORP.,
A JOINT VENTURE

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

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
			1,650,000.00	MO.
			1,105,500.00	MO. TX
			[illegible]	CO TX
			[illegible]	MO TX
			[illegible]	PRFEE
			[illegible]	MISC
			[illegible]	[illegible]
			[illegible]	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6488837

IDENTIFICATION REFERENCE

JUL 1 10 45 AM '81

FEE $ [illegible]
TAX $ [illegible]

No. 830373