INSTALLMENT DEED

BOOK 5851 PAGE 222

For and in Consideration of the sum of Two Hundred Seventy Five Thousand and no/100 ----------($275,000.00)---------- Dollars,

of which Seventy Five Thousand and no/100 ----------($75,000.00)---------- Dollars,

has been paid in cash by CLELL W. SMITH AND BOBBY G. LAWSON

the receipt of which is hereby acknowledged, and for the remainder Two Hundred Thousand and no/100 ----------($200,000.00)---------- Dollars,

the said CLELL W. SMITH AND BOBBY G. LAWSON have

agreed to pay the original principal sum of Two Hundred Thousand and no/100 ($200,000.00) Dollars, as follows: four (4) annual installments in the amount of Fifty Thousand and no/100 ($50,000.00) Dollars each, together with interest on the unpaid principal balance at the rate of twelve per cent (12%) per annum. The first installment shall be due and payable on the 10th day of February, 1983.

[redacted] said note[redacted], 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, JOHN U. WILSON AND WIFE, SADYE T. WILSON

have this day bargained and sold, and do hereby transfer and convey unto the said CLELL W. SMITH AND BOBBY G. LAWSON, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A parcel of land in the First Civil District of Davidson County, Tennessee; being Lot 6 on Miss Kate Shields Plan Subdivison of part of Lot No. 56, Boyd Cockrill Spring Tract, of record in Plat Book 57, page 77, Register's Office for Davidson County, Tennessee, part of Lot No. 11 on the plan of Bransford Realty Company's Subdivision of part of Lot No 57 in the Boyd Cockrill Spring Tract Plan, of record in Plat Book 332, page 165, Register's Office for Davidson County, Tennessee; and part of Lot No. 57 in the Boyd Cockrill Spring Tract Plan of record in Plat Book 21, page 40, Register's Office for Davidson County, Tennessee; and being more particularly described according to survey made by Barge, Wagner, Sumner & Cannon, dated January 26, 1982, as follows:

Beginning at an iron pin in the southerly margin of West End Avenue, at the northeast corner of Lot One on the Resubdivision Plan of record in Plat book 4715, page 162, Register's Office for Davidson County; thence, with said margin of West End Avenue, North 42 deg. 23 min. 30 sec. East, 82.68 feet to an iron pin at the northwest corner of the Gasoline Marketers, Inc. property, of record in Deed Book 4969, page 702, Register's Office for Davidson County; thence, South 33 deg. 18 min. East 128.20 feet to a P.K. spike in pavement in the southerly margin of alley number 912; thence, with said alley margin, North 57 deg. 53 min. East, 127.93 feet to P.K. spike in pavement in the westerly margin of 30th Avenue South; thence with said margin of 30th Avenue South, South 33 deg. 28 min. East, 91.25 feet to an iron pin at the northeast corner of Lot 14 on Henry George's Subdivision, of record in Plat Book 161, page 171, Register's Office for Davidson County, Tennessee; thence, generally following a chain-link fence, South 57 deg. 53 min. West, 128.20 feet to an iron pin in the easterly margin of alley number 914-1/2; thence, with said alley margin, North 33 deg. 18 min. West, 2.75 feet to an iron pin in the northerly margin of alley number 912; thence, with said alley margin, South 56 deg. 55

Continued on Page 4.

This is unimproved ( ) improved ( ) property, know as (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

CHECK

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said CLELL W. SMITH AND BOBBY G. LAWSON 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said CLELL W. SMITH AND BOBBY G. LAWSON, 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 in hand paid, We, the said CLELL W. SMITH AND BOBBY G. LAWSON

do hereby transfer and convey unto J. Murray Milliken, 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 CLELL W. SMITH AND BOBBY G. LAWSON 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 $200,000.00 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.

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 CLELL W. SMITH AND BOBBY G. LAWSON 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 trust 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 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 Clell W. Smith and Bobby G. Lawson 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 J. Murray Milliken, 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 John U. Wilson and wife, Sadye T. Wilson and Clell W. Smith and Bobby G. Lawson hereunto set our hands at Nashville, Tennessee, this the 10th day of February 1982

John U. Wilson

Sadye T. Wilson

Clell W. Smith

Bobby G. Lawson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Evelyn Lester, a Notary Public in and for said County and State, the within named JOHN U. WILSON AND WIFE, SAYDE T. WILSON

the 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 10th day of February, 1982

Commission Expires My Commission Expires October 20, 1985 Evelyn Lester, Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Joyce M. Garrett, a Notary Public in and for said County and State, the within named CLELL W. SMITH AND BOBBY G. LAWSON

the 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 17th day of February, 1982

Commission Expires 10-17-82 Joyce M. Garrett, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5851 PAGE 225

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)

Description continued:

min. 45 sec. West, 42.03 feet to a P.K. spike in pavement at the southeast corner of the aforementioned Lot One on the Resubdivision o Plan of record in Plat book 4715, page 162, Register's Office for Davidson County, Tennessee; thence, North 44 deg. 17 min. 32 sec. West, 199.76 feet to the point of beginning, and containing 0.562 acres, more or less.

Being the same property conveyed to John U. Wilson by deeds from Louise Wilson of record in Book 4180, page 901 and 905, said Register's Office and in Sadye T. Wilson by deed from Dotson Batson, Trustee, of record in Book 5017, page 202, Register's Office for Davidson County, Tennessee.

INSTALLMENT DEED

FROM
JOHN U. WILSON AND WIFE,
SADYE T. WILSON

TO
CLELL W. SMITH AND
BOBBY G. LAWSON

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 79512

IDENTIF. REFERENCE

FEB 11 11 02 AM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Clell W. Smith and ~~Bobby G. Lawson~~ (NAME)	SAME (NAME)	104-2-360 KS
(STREET ADDRESS OR ROUTE NUMBER)	3015 West End Ave (STREET ADDRESS)	104-2-363 KS
(CITY) (STATE) (P. O. ZIP)	Nashville Tenn (CITY) (STATE) (ZIP)	104-2-362 KS

THIS INSTRUMENT WAS PREPARED BY
GULLETT, SANFORD & ROBINSON
230 Fourth Avenue North
Nashville, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 275,000.00 John U. Wilson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 10th DAY OF February 1982

Joyce McClanahan
Notary Public

MY COMMISSION EXPIRES: 10-17-82

(AFFIX SEAL)

CEIPT

ELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5851 PAGE 226

FOR

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
			275000.00- CO	
			200000.00- MO	
			715.00 CO TX	
			198.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 925.50-	
			2324A02/11/82 BALN P .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 7951 2

IDENTIF. REFERENCE

FEB 11 11 01 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 866870