OFFICIAL RECEIPT

FROM:
ANN CARTWRIGHT MOORE

TO:
STG ASSOCIATES

For draftsman's use

THIS INSTRUMENT PREPARED BY,
AND MAIL TO
A. HARRISON JOHNSON, JR., ATTY.
12TH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238
BOOK 5944 PAGE 908

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
SOUTHERN TURF, LIMITED c/o Storey, Tomlinson & Company 11 Floor (NAME) Third National Bank Bldg. (STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37 (CITY) (STATE) (P. O. ZIP)	SAME (NAME) (STREET ADDRESS) (CITY) (STATE) (ZIP)	93-2-3160

(FOR REGISTER'S USE)

H I T 0 6 6

IDENTIF. REFERENCE

OCT 1 3 35 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 500,000.00 \ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF October, 19 82.

Notary Public

MY COMMISSION EXPIRES: 10-15-85

(AFFIX SEAL)

PURCHASE MONEY INSTALLMENT DEED

FOR AND IN CONSIDERATION OF THE SUM OF FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), of which ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the additional consideration of undersigned's, STG ASSOCIATES, a general partnership comprised of E. WAYNE TOMLINSON, JAMES C. GLASCOCK, JR., and STOREY, TOMLINSON & COMPANY, a Tennessee corporation, (as General Partner of and for the use and benefit of SOUTHERN TURF, LIMITED, a Tennessee limited partnership to be formed), (the "Grantee" herein), execution and delivery of a Purchase Money Note of even date in the sum of $350,000 and made payable to the order of ANN CARTWRIGHT MOORE (the "Grantor" herein), with the maturity date of October 1, 1984. A copy of said Purchase Money Note is attached hereto as Exhibit "A" (the "Note" herein), and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal and interest, a lien is expressly retained on the land herein conveyed by the said Grantor, who has this day bargained and sold, and does hereby transfer and convey unto the said STG ASSOCIATES, a general partnership comprised of E. WAYNE TOMLINSON, JAMES C. GLASCOCK, JR., and STOREY, TOMLINSON & COMPANY, a Tennessee corporation, (as General Partner of and for the use and benefit of SOUTHERN TURF, LIMITED, a Tennessee limited partnership to be formed) (sometimes referred to herein as "Grantee" or "Trustor"), certain real estate in Davidson County, Tennessee, (hereinafter referred to as the "Premises" or the "Property"), as follows:

LAND in Davidson County, Tennessee, being part of Lot No. 53 on the Original Plan of Nashville, not of record.

BEGINNING at the southeast corner of Fourth Avenue, North, formerly Cherry Street, and Bank Alley; running thence eastwardly with the southerly margin of said alley 175 feet, more or less, to Printers Alley; thence

southerly with the westerly line of Printers Alley 25 feet to the north margin of the property owned by Edward Henry Hyems; thence with Hyems northerly line, westwardly 175 feet, more or less, to the easterly margin of Fourth Avenue, North; thence northerly along the easterly margin of said Avenue 25 feet to the beginning.

BEING the same property devised and conveyed to John M. Cartwright as follows: an undivided one-half (½) interest in said tract was devised to John M. Cartwright under the will of F. Z. Cartwright, of record in Will Book 41, page 265, County Court of Davidson County, Tennessee, and an undivided one-half (½) interest in said tract was conveyed to John M. Cartwright by deed from Marcus Cartwright and wife, of record in Book 834, page 252, Register's Office for Davidson County, Tennessee. The said John M. Cartwright having since died, and BEING the same property devised to Ann Cartwright Moore under the will of John M. Cartwright, of record in Will Book 44, pages 582-584, County Court Clerk's Office for Williamson County, Tennessee, a certified copy of which is of record in Book 5816, pages 120-124, Register's Office for Davidson County, Tennessee.

TOGETHER WITH any and all leases affecting said Property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said STG ASSOCIATES, a general partnership comprised of E. WAYNE TOMLINSON, JAMES C. GLASCOCK, JR., and STOREY, TOMLINSON & COMPANY, a Tennessee corporation, (as General Partner of and for the use and benefit of SOUTHERN TURF, LIMITED, a Tennessee limited partnership to be formed), its successors and assigns, forever. Grantor covenants that she 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 1982 taxes, the rights of parties in possession, and rights of others in and to party walls (if any).

Grantor does further covenant and bind herself and her successors and assigns, to warrant and forever defend the title to the said real estate to said STG ASSOCIATES, a general partnership comprised of E. WAYNE TOMLINSON, JAMES C. GLASCOCK, JR., and STOREY, TOMLINSON & COMPANY, a Tennessee corporation, (as General Partner of and for the use and benefit of SOUTHERN TURF, LIMITED, a Tennessee limited partnership to be formed), its 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 vendor's 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 ($1.00) paid in cash, receipt of which is hereby acknowledged, the said Grantee, STG ASSOCIATES, a general partnership comprised of E. WAYNE TOMLINSON, JAMES C. GLASCOCK, JR., and STOREY, TOMLINSON & COMPANY, a Tennessee corporation, (as General Partner of and for the use and benefit of SOUTHERN TURF, LIMITED, a Tennessee limited partnership to be formed), hereinafter referred to as Trustor, hereby transfers and conveys unto HARRY G. NICHOL, 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:

1. Grantee agrees to pay the Note according to its terms, and a default thereunder shall be deemed to be a default hereunder, at the written election of the holder.

2. Trustor further agrees 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 Trustor 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 ten percent (10%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

3. Trustee and Grantor agree, for themselves, their successors and assigns, that neither of them shall seek or obtain a personal judgment against Trustor or Southern Turf, Limited, or any of their successors or assigns, for the non-payment of the Note or as a result of any deficiency after foreclosure, or for any non-performance under this Purchase Money Installment Deed.

4. The Property and the Southern Turf property located at 222 Fourth Avenue, North, Nashville, Tennessee, are one and the same.

5. Anything herein to the contrary notwithstanding, this instrument shall be construed as a deed of trust with a power of sale under Tennessee law. The use of the word "Grantor" is for convenience only, meaning "Beneficiary."

Now, if Trustor 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, within thirty (30) days from the due date of such payment, this trust conveyance shall remain in full force and effect, or if Trustor should default under any term, condition or covenant of the said Note or this Deed, 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, upon thirty (30) days' written notice and upon Grantee's failure to cure within such thirty (30) day period, 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 and holder of the Note 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 to 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 Trustor, its order, representatives or assigns.

In the event the ownership of the property or any part of it becomes vested in a person other than Grantor, the Beneficiary may deal with the successor or successors in interest with reference to this Deed and the debt secured in the same manner as with such Grantor and in conjunction with Grantor, and may forbear to sue or may extend time for payment of the debt secured, without discharging or in any way affecting the liability of such Grantor under this Deed or upon the debt secured.

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 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.

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

This instrument is subject to all the terms and conditions contained in Exhibit "A."

HAROLD MOORE, husband of ANN CARTWRIGHT MOORE, does hereby quitclaim and convey all of his right, title and interest in and to the above-described property to said Grantee.

IN WITNESS WHEREOF, the undersigned have executed this PURCHASE MONEY INSTALLMENT DEED on the 1st day of October, 1982.

Ann Cartwright Moore
ANN CARTWRIGHT MOORE

Harold Moore
HAROLD MOORE

STG ASSOCIATES

By: STOREY, TOMLINSON & COMPANY

By: E. Wayne Tomlinson
E. Wayne Tomlinson,
Vice President

By: E. Wayne Tomlinson
E. Wayne Tomlinson

By: James C. Glascock
James C. Glascock, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public within and for the State and County aforesaid, the within named ANN CARTWRIGHT MOORE, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 1st day of October, 1982.

Barbara J. Michael
NOTARY PUBLIC

My Commission Expires: April 21, 1985.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared E. WAYNE TOMLINSON, with whom I am personally acquainted and who, upon his oath, acknowledged himself to be Vice President of STOREY, TOMLINSON & COMPANY, the within named bargainor, a corporation, and that he, as such Vice President, 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 Vice President.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 19th day of October, 1982.

NOTARY PUBLIC

My Commission Expires: 10-15-83.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public within and for the State and County aforesaid, the within named E. WAYNE TOMLINSON, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 19th day of October, 1982.

NOTARY PUBLIC

My Commission Expires: 10-15-83.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public within and for the State and County aforesaid, the within named JAMES C. GLASCOCK, JR., the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 19th day of October, 1982.

Lucia G. Wipf
NOTARY PUBLIC

My Commission Expires: 7-21-85.

STATE OF)
COUNTY OF)

Personally appeared before me, the undersigned, a Notary Public within and for the State and County aforesaid, the within named HAROLD MOORE, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 21st day of October, 1982.

Nancy H. Nuchol
NOTARY PUBLIC

My Commission Expires: April 21, 1985.

PURCHASE MONEY NOTE BOOK 5944 PAGE 914

$350,000.00 Nashville, Tennessee October 1, 1982

FOR VALUE RECEIVED, the undersigned promises to pay to the order of ANN CARTWRIGHT MOORE in Nashville, Tennessee, the principal sum of Three Hundred Fifty Thousand Dollars ($350,000.00), with interest thereon from date at the rate of Thirteen Percent (13%) per annum, payable as follows:

Principal shall be payable in two installments, the first installment of One Hundred Fifty Thousand Dollars ($150,000.00) being due and payable on October 1, 1983, and the second and final installment of Two Hundred Thousand Dollars ($200,000.00) being due and payable on October 1, 1984. Interest on the unpaid principal balance remaining from time to time unpaid shall be payable quarterly in arrears, commencing on the 1st day of January, 1983.

In the event this note is placed in the hands of an attorney for collection or for enforcement or protection of the security, the maker and any endorser hereof agree to pay a reasonable attorney's fee and all court and other costs.

All parties hereto waive demand, notice, presentment and protest.

This note is secured by a Purchase Money Installment Deed of even date herewith from the maker hereof to Harry G. Nichol, Trustee, on a tract of land located in Davidson County, Tennessee, said land being more particularly described in said Purchase Money Installment Deed.

Payee agrees for herself, her successors and assigns, that she shall not seek or obtain a personal judgment against maker (or Southern Turf, Limited) or any of maker's partners for the non-payment of this Note or as a result of any deficiency resulting from any foreclosure under the Purchase Money Installment Deed.

IN WITNESS WHEREOF, this note has been executed by the undersigned the day and year first above written.

STG ASSOCIATES

By: STOREY, TOMLINSON & COMPANY

By: E. Wayne Tomlinson
E. Wayne Tomlinson,
Vice President

By: E. Wayne Tomlinson
E. Wayne Tomlinson

By: James C. Glascock, Jr.
James C. Glascock, Jr.

COPY

10/01 1669.50- CHECK

2097

EXHIBIT "A"

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5944 PAGE 915

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
			500000.00-	CO
			350000.00-	MO
			1300.00	CO TX
			348.00	MO TX
			.50	PRFEE
			21.00	WDEED
				CHECK 1669.50-
2097A	10/01/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H.I.E.O.G.

IDENTIF. REFERENCE

OCT 1 3 35 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 902853