ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Miller Kimbrough, Jr., TR. (NAME)	Same (NAME)	3DZ-32800;95-15-4
Suite 503, 501 Union St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	3DZ-08100;95-10-11[illegible]
Nashville, TN. 37219 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	3DZ-06880;95-7-141
		3DZ-32850;95-11-121
		3DZ-08741;95-11-196

BOOK 5995 PAGE 720

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of ONE MILLION THREE HUNDRED THOUSAND (1,300,000.00) DOLLARS

of which $487,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

has executed one promissory note of even date herewith, for the sum of $812,500.00, payable to the GRANTORS herein, payable in three equal payments as follows: $162,500.00 on the first (1) day of January, 1984; $325,000.00, on the first (1) day of January 1985; $325,000.00 on the first (1) day of January, 1986, with interest as provided in said note. Said payments on this note to be first applied to the interest on the unpaid balance, and the remainder to principal until said debt is paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

WILLIAM F. DILLINGHAM, TRUSTEE

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

MILLER KIMBROUGH, JR., TRUSTEE, with full power to sell, transfer, convey, mortgage or encumber without the joinder of any beneficiary, his successors in trust and assigns

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee in the Third Civil District being the William F. Dillingham, Trustee property, W. F. Dillingham Trustee property, Billy C. Kay, Trustee property, Robert E. Earheart, Trustee property, described according to a survey by Barge, Waggoner, Sumner and Cannon, Inc., Engineers-Planners, dated November 21, 1977, revised November 29, 1977, not of record, as follows:

Beginning at an iron pin in the East margin of Briley Parkway, the same being the northwesterly corner of property conveyed to William F. Dillingham, Trustee by deed from Jordan F. Litsey and wife, of record in Book 4677, page 131, Register's Office for said County; and the northerly corner of the herein described tract; thence leaving Briley Parkway S. 84 deg. 59' East, 382.60 feet with

(See attached sheets)

This is improved ( )
unimproved ( ) property known as _____ (House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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 the said real estate to said grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto Rick M. Johnson 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 grantees 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 $ _____ 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 interest 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 grantees, 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 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 the grantees herein, their heirs, 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 the 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 grantors and grantees, have hereunto set our hands this the day of January 19 83

Trustee — William F. Dillingham Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 1,300,000.00

Affiant

Subscribed and sworn to before me, this the ____ day of January 19 83

My commission expires 4-21-85 (Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William F. Dillingham, Trustee and Miller Kimbrough, Jr., Trustee 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 ____ day of January 19 83

Commission Expires 7-21-84

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am 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 _____

This instrument was prepared by:

Rick M. Johnson, Suite 200, 430 Third Ave. No., Nashville, Tn. 37201

Name — Address

INSTALLMENT DEED

From
William F. Dillingham, TR.

To
Miller Kimbrough, Jr., TR.

PREPARED BY:
RICK M. JOHNSON, ATTY.
SUITE 200, 430 THIRD AVE., NO.
NASHVILLE, TENNESSEE 37201
244-1568

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005—HESSEY 6-1-75

Litsey's South line; thence leaving Litsey's Southerly line South 05 deg. 40' West, 568.73 feet to a point; thence South 83 deg. 45' East 241 feet to the Southwest corner of Lot 85 on the plan of Merry Oaks Subdivision as of record in Book 1835, page 68, Register's Office for Davidson County, Tennessee; said point being the northerly terminus of Whipple Place; thence along said terminus South 6 deg. 57' West 50 feet to the Northwest corner of Lot No. 84 of said Merry Oaks Subdivision; thence North 83 deg. 45' West, 240.75 feet to a point; thence South 6 deg. 40' West, 691.61 feet to a point; thence South 49 deg. 28' West, 18.71 feet to a 15" Locust Post with nail; thence South 86 deg. 21' West 71.81 feet past an iron pin to a corner post; thence South 41 deg. 53' West, 113.40 feet to an iron pin; thence South 72 deg. 24' West, 68.08 feet to a 30" Oak tree ; thence South 81 deg. 20' West 55.31 feet to an iron pin and Sassafras tree; thence North 39 deg. 23' West 185.00 feet with the Easterly line of Lot No. 17 on the Plan of Cloverdale Subdivision, as of record in Book 2131, page 9 to an iron pin; thence North 75 deg. 49' West, 37.80 feet to a corner post; thence South 36 deg. 00' West past two existing iron pins 250.06 feet to an existing concrete monument; thence South 36 deg. 47' West, past two existing iron pins 157.16 feet to a 15" Hackberry Tree with an existing nail and bottle cap; thence South 26 deg. 34' West, 136.50 feet to the north line of a TVA Easement of record in Book 1255, page 285, said Register's Office; thence South 30 deg. 20' West, across said easement 349.10 feet to a point in the southerly terminus of Wanda Drive; thence along said Southerly margin around a curve having a radius of 476.1 feet, 9.0 feet to a point; thence around a curve having a radius of 25.0 feet southwesterly a distance of 10.62 feet; thence along the rear lines of Lots 97 thru 86 Cloverdale subdivision of record in Book 2153, page 58, the following call and distances: South 30 deg. 20' West 32.20 feet to a point; thence around a curve having a radius of 2714.85 feet southwesterly 60.62 feet to a point; South 28 deg. 27' East 482.70 feet to an existing monument; thence South 49 deg. 17' East 821.60 feet to a point; leaving said subdivision North 41 deg. 33' East 297.50 feet to a point; thence North 43 deg. 30' East 65.79 feet to a point; thence South 54 deg. 05' East, 57.13 feet with a fence to an existing iron pin; thence continuing with said fence south 78 deg. 52' East 61.14 feet to a point; thence South 68 deg. 11' East, 96.81 feet with said fence to an existing iron pin; thence South 23 deg. 25' West 29.42 feet to a corner post; thence with said fence South 68 deg. 47' East, 132.98 feet to a corner post; thence with said fence north 36 deg. 16 East, 58.65 feet to an iron pin in concrete; thence South 28 deg. 57' East, 112.66 feet along part of the rear line of Lots No. 60 and 61 of Cloverdale Subdivision, as of record in Book 2133, page 9, Register's Office for Davidson County, Tennessee, to an existing concrete monument; thence South 73 deg. 03' East, 109.61 feet with a fence along the rear line of Lot No. 61, in said Subdivision to an iron pin, the common rear corner of Lots 61 and 62 of said Cloverdale subdivision; thence South 72 deg. 56' East, 123.81 feet along the rear of Lot 62, Cloverdale Subdivision to an iron pin in concrete the southeast corner of said Lot No. 62; thence South 09 deg. 44' West, 301.97 feet with a fence in the west line of M. Lynn Garrett, of record in Book 3279, page 129, to the North margin of Elm Hill Pike; thence with the North margin of said Pike South 83 deg. 04' West, 499 feet to a point; thence leaving Elm Hill Pike North 17 deg. 21' West 64.0 feet to a point; thence North 81 deg. 06' West 181.0 feet to a point; thence North 14 deg. 34' East, 84.88 feet to a point; thence with the center line of Sims Branch North 65 deg. 37' West, 13.24 feet to a point; thence North 49 deg. 07' West, 76.0 feet to a point; thence South 88 deg. 20' West 96.0 feet to a point; thence North 77 deg. 06' West 224.0 feet to a point; thence North 70 deg. 16' West, 269.0 feet to a point; thence leaving said Branch, North 84 deg. 00' West, 175.25 feet to the East margin of Briley Parkway; thence with said margin of Briley Parkway, North

14 deg. 27' West, 166.93 feet, North 13 Deg. 45' West 236.50 feet, North 12 deg. 53' West, 196.50 feet to an existing right of way monument; thence with Briley Parkway along a curve to the right having a chord of North 1 deg. 57'55" East, Northerly 1318.6 feet to a point; thence South 81 deg. 25' East 31.70 feet to a point; thence North 03 deg. 34' East, 139.90 feet to an existing right of way monument; thence with Briley parkway East margin, along a curve to the right having a chord of North 25 deg. 24'02" East, Northerly 663.8 feet to an existing right of way monument; thence North 33 deg. 48' East, 193.78 feet with said Parkway to an existing right of way monument; thence with said Parkway north 33 deg. 35' East, 380.09 feet to an existing iron pin, the point of beginning, and containing 40.80 acres, more or less.

WILLIAM F. DILLINGHAM, TRUSTEE, by deed from F. LITSEY and wife, of record in Book 4677, page 131, Register's Office for Davidson County, Tennessee. (There having been an error in the deed purporting to convey more land than actually existed), all of the property conveyed to W. F. DILLINGHAM, TRUSTEE, by deed from R. L. FREEMAN, et al, of record in Book 4650, page 972, Register's Office for Davidson County, Tennessee; all of the property conveyed to W. F. DILLINGHAM, TRUSTEE, by deed from DENVER W. JENKINS, et ux, as of record in Book 5034, page 839, Register's Office for Davidson County, Tennessee; the property conveyed to WILLIAM D. DILLINGHAM by deed from R. E. WORRALL COUNTY COURT CLERK of record in Book 4645, page 430, as it relates to Tract No. 2, Davidson County Property, conveyed to BILLY C. KAY, TRUSTEE, by deed from DAVE HARRISON and wife, of record in Book 4638, page 277, Register's Office for Davidson County, Tennessee; and property conveyed to ROBERT E. HEARHEART, TRUSTEE, from W. G. TRABER, TRUSTEE, of record in Book 4638, page 463, Register's Office for Davidson County, Tennessee.

and further the said W. F. DILLINGHAM having been appointed as Trustee for the entire 40.8 acres, more or less, by instrument of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

H 2 7 1 9 9

IDENTIF. REFERENCE

JAN 20 2 25 PM '83

FELIX Z. ELLIS JR. REGISTER
DAVIDSON COUNTY, TN

01/20 4203.00- CHECK

2512

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

RECEIVED OF _____

FOR _____

BOOK 5995 PAGE 724

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

CO 1,300,000.00

812500.00- MO
3380.00 CO TX
610.50 MO TX
.50 PRFEE
12.00 WDEED
CHECK 4203.00-
2512A01/20/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1-27-83
Fidelity Nat.
1:20:225 PM 83
Felix Z. Wilson #185
Metro Co
Deputy

No. 924843