INSTALLMENT DEED

For and in Consideration of the sum of two hundred seventy-five thousand and no one-hundredths----------($275,000.00)---------- Dollars, of which fifty thousand and no one-hundredths----($50,000.00)----- Dollars, has been paid in cash by Robert E. Robeson, Trustee the receipt of which is hereby acknowledged, and for the remainder two hundred twenty-five thousand and no one-hundredths----------($225,000.00)---------- Dollars, the said Robert E. Robeson, Trustee has executed and delivered to Mable E. Smith, a widow, his Installment Deed Note of even date herewith drawn payable to her order in the principal amount of two hundred twenty-five thousand and no one-hundredths ($225,000.00) Dollars plus interest at the rate of twelve per cent (12%) per annum, on or before August 26, 1985, and providing for the payment of attorney's fees upon default and reserving the right of prepayment without penalty;

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, I, Mable E. Smith, unmarried and the widow of Herschel L. Smith,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert E. Robeson, Trustee with full power to sell, convey, mortgage, and transfer without the joinder of any beneficiary, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lots Nos. 1 and 2 as shown on the survey made by Barge, Waggoner, Sumner and Cannon, Inc., dated March 28, 1985, described as follows:

TRACT I: LOT I

Beginning at a concrete monument on the northerly margin of U.S. Highway 70 South (State Rt. 1) and being the southwest corner of the AMOCO Oil Property of record in Book 4060, page 108, said Register's Office and being the southeast corner of the herein described Lot; thence North 10° 26' 11" East 279.32 feet to an iron pin, being the northwest corner of the Third National Bank Property of record in Book 4577, page 155, said Register's Office, and being the northeast corner of the herein described Lot; thence North 67° 28' 57" West 170.91 feet to a concrete monument; thence South 35° 52' 30" West 282.86 feet to a concrete monument in the northerly margin of U.S. Highway 70 South (State Rt. 1); thence with said margin along a curve to the left, having a radius of 1785.00 feet, chord of North 60° 09' 05" West a distance of 244.64 feet to the point of beginning and containing 1.34 acres, more or less.

TRACT II: LOT II

Beginning at an iron pin located at the northwest corner of the Third National Bank Property of record in Book 4577,

(Continued to Last Page)

This is unimproved ( ) improved (X) property, known as 7650 Highway 70 South, Nashville, TN 37211 (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 Robert E. Robeson, Trustee, and his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Robert E. Robeson, Trustee, and 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 Robert E. Robeson, Trustee,

do hereby transfer and convey unto Rollie L. Woodall, 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 Robert E. Robeson, Trustee 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 the insurable value 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.

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 Robert E. Robeson, Trustee 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; 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 Robert E. Robeson, Trustee, 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 Rollie L. Woodall, 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 Mable E. Smith, a widow, and Robert E. Robeson, Trustee, hereunto set our hands at Nashville, Tennessee, this the 28th day of May 19 85.

Mable E. Smith

Robert E. Robeson, Trustee

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, Herbert R. Rich, a Notary Public in and for said County and State, the within named Mable E. Smith, a widow, and Robert E. Robeson, Trustee,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that ____ executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of May, 19 85

Herbert R. Rich, Notary Public

Commission Expires 7/27/86

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

(Continued From First Page)

Page 155, said Register's Office and being the southeast corner of the herein described Lot; thence North 10° 26' 11" East 467.24 feet to a concrete monument; thence North 7° 39' 00" East 521.77 feet to a concrete monument in the easterly right-of-way of Interstate 40; thence with said right-of-way South 56° 57' 25" West 406.13 feet to an iron pin; thence South 28° 31' 05" East 353.04 feet to a concrete monument; thence South 18° 26' 24" West 363.46 feet to a 30 inch Sycamore; thence South 35° 52' 30" West 42.86 feet to a concrete monument, being the southwest corner of the herein described Lot; thence South 67° 28' 57" East 170.91 feet to the point of beginning and containing 3.50 acres, more or less.

BEING part of the same property conveyed to Herschel L. Smith and wife, Mable E. Smith, by deed from J. Porter Ellis, Jr., an unmarried man, of record in Book 1092, page 80, Register's Office for Davidson County, Tennessee, the said Herschel L. Smith having since died.

INSTALLMENT DEED

FROM
MABLE E. SMITH, a widow,

TO
ROBERT E. ROBESON, Trustee.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

FILED
MAY 29 9 16 AM 1985
REGISTER
DAVIDSON COUNTY, TN

IDENTIF. REFERENCE

J 08156

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert E. Robeson, Trustee (NAME)	SAME (NAME)	Map 128
5819 Old Harding Rd., Suite 203 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 18
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	9D-740

THIS INSTRUMENT WAS PREPARED BY

ROLLIE L. WOODALL
Attorney at Law
213 THIRD AVENUE NORTH
NASHVILLE, TENN. 37201
(615) 254-3446

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 275,000.00 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 28th DAY OF May 19 85.

_____ Notary Public

MY COMMISSION EXPIRES: 7-27-86

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6567 PAGE 5

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- CAMT	
			225000.00- MAMT	
			715.00 CSTAX	
			223.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 950.50	
			2165405/29/85 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J 0 8 1:5 6

IDENTIF. REFERENCE

MAY 29 9 16 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 138744