BOOK 6808 PAGE 683

INSTALLMENT DEED

Address New Owners:	Send Tax Bills To:	Map-Parcel Nos.
2916 Foster Creighton Dr. Nashville, TN 37204	Same	118-16 40

mail

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

I hereby swear or affirm that the actual consideration or true value of this transfer whichever is greater, is $200,000.00.

James W Bush
Affiant

Subscribed and sworn to before me this 17th day of July, 1985.

Notary Public

My Commission Expires: 12-5-88

This Instrument Prepared By:
GORDON & BOTTORFF, P.C.
Attorneys at Law
5201 Maryland Way
Brentwood, TN 37027
615-373-4242

IDENTIFICATION
JUL 17 12 05 PM '85
DAVIDSON COUNTY, TN

J21427

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FOR AND IN CONSIDERATION of the sum of Two Hundred Thousand and No/100 Dollars ($200,000.00), of which Ten Thousand and No/100 Dollars ($10,000.00) has been paid in cash by Nielsen and Bush Properties, a Tennessee General Partnership composed of Richard H. Nielsen and James W. Bush, (the "Grantees" herein), the receipt of which is hereby acknowledged by Douglas Harvey (the "Grantor" herein), and for the remaining One Hundred Ninety Thousand and No/100 Dollars ($190,000.00), the said Grantee herein has executed its promissory note of even date herewith in the said amount of One Hundred Ninety Thousand and No/100 Dollars ($190,000.00), payable to the order of the said Grantor herein in equal monthly installments, including interest of ten percent (10%) per annum, in the amount of One Thousand Nine Hundred Eighty-Seven and 23/100 Dollars ($1987.23), the first such payment being due and payable on September 1, 1985, and the remaining payments being due and payable on the first day of each succeeding month thereafter for a period of sixteen (16) years, or until September 1, 2001, with said note providing for payment of attorney's fees, and for which to secure the payment of said indebtedness, principal, interest and attorney's fees a vendor's lien is expressly retained by the said Grantor on the property herein conveyed, NOW THEREFORE, Douglas Harvey, the said Grantor, has this day bargained and sold, and does hereby transfer and convey unto the said Nielsen and Bush Properties, a Tennessee General Partnership composed of Richard H. Nielsen and James W. Bush, its successors and assigns, all of the Grantor's right, title and interest in and to that certain tract of land in Davidson County, Tennessee, described as follows; to wit:

Being part of Lot No. 107 in Sidco Subdivision, Section III, of record in Book 2663, page 41, Register's Office for said county.

Said part of Lot No. 107 fronts 120' on the easterly side of Foster Creighton Drive and runs back between parallel lines 180.0' to a dead line.

Being the same property conveyed to Douglas Harvey from The Maverick, Inc., a Tennessee corporation, by Deed of record in Book

3927, page 627, Register's Office of said county, and as corrected in Book 3943, page 163, Register's Office of said county.
This conveyance is subject to:

(a) 1985 Davidson County taxes, which are prorated as of date of sale, and which taxes are assumed by the Grantee herein.

(b) 10' utility easement along rear line of premises, 10' drainage easement and 8" sewer along southerly line and 30' building set back line from Creighton Drive, as shown on the Plan of record in Book 2663, page 41, Register's Office for Davidson County, Tennessee.

(c) Rights reserved with reference to uranium, thorium and all other materials essential to production of fissionable materials as is fully set out in the Deed to DeWitt Carter, Trustee, of record in Book 2152, page 347, Register's Office for Davidson County, Tennessee.

(d) Restrictive covenants contained in an instrument executed by Suburban Industrial Development Co., dated December 30, 1957, and recorded in Book 2708, page 87, Register's Office for Davidson County, Tennessee, as amended by instruments dated March 14, 1958, recorded in Book 2741, page 553, dated January 28, 1960 of record in Book 3029, page 174, and dated March 13, 1961, of record in Book 3221, page 12, said Register's Office.

(e) Any discrepancies, conflicts, encroachments or shortages in area and boundaries which a correct survey would show.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Nielsen and Bush Properties, a Tennessee General Partnership composed of Richard H. Nielsen and James W. Bush, its successors and assigns forever. The said Douglas Harvey does covenant with Nielsen and Bush Properties, a Tennessee General Partnership composed of Richard H. Nielsen and James W. Bush, that he is lawfully seized and possessed of said land in fee simple, that he has a good right to convey it, and same is unencumbered, except as set forth herein.

Douglas Harvey further covenants and binds himself, his heirs and assigns, to warrant and forever defend the title to said real property to the said Nielsen and Bush Properties, a Tennessee General Partnership composed of Richard H. Nielsen and James W. Bush, 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 the said indebtedness to the Grantors, rendering unnecessary court proceedings for the enforcement of the said vendors lien in the event of the non-payment of the said indebtedness referred to herein as it is due and payable or matures, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantee herein, Nielsen and Bush Properties, a Tennessee General Partnership composed of Richard H. Nielsen and James W. Bush (hereinafter referred to as the "Trustor"), hereby transfers and conveys unto Thomas I. Bottorff, Trustee, his successors and assigns, all of its right, title and interest in and to the real property hereinbefore described, together with the appurtenances, estate, title and interest thereto belonging to the said Trustor upon the following uses and trusts:

Trustor agrees to keep all buildings and improvements now on, or to be hereafter erected on said property, which has not been released herefrom, insured in some reliable fire insurance company, or companies, for the maximum insurable value of said buildings or improvements until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to the aforesaid Trustee for the benefit of the lawful owner or holder of said indebtedness as their interests may appear.

Trustor further agrees (a) to pay all taxes and assessments thereon, general or special, and to pay them when due, to the holder of said indebtedness 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; and (b) 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, to pay for or reimburse the Trustee or the lawful holder or holders of said indebtedness for the reasonable costs and expenses, including attorney's fees, which may be paid or payable of such appearance or proceedings, by Trustor or the lawful owner or holder of said indebtedness, upon demand, and, upon Trustors failure to do any of these things, then and in that event the said Trustee, or the lawful owner and holder of said indebtedness may do or pay 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.

NOW, if Trustor shall pay the indebtedness, taxes and insurance 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 shall be of no further force or effect. But if said indebtedness, taxes or insurance, or any installment thereof, or interest thereon, is not paid promptly when due, or if, failing to keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, Trustor fails 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 (30) days from date of demand for 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, may be accelerated and 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 (20) 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, and all other rights of redemption prior to or following foreclosure, statutory or otherwise, including, but not limited to rights set forth in T.C.A. §66-8-101, homestead, dower and all other exemptions of every kind, all of 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 Trustor may bid at any sale under this trust conveyance. The Trustee may, after thirty (30) days notice to the Trustors, said notice being specifically allowed to cure any default in the payment of said indebtedness, enter and take possession of said property . It is further agreed that even 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 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.

Mrs. Inez W. Harvey joins in this conveyance to transfer all of her marital rights to the aforesaid property.

WITNESS our hands on this 17th day of July, 1985.

Douglas Harvey — Date 7-17-85

Inez W. Harvey — Date 7-17-85

The Grantee and Trustor:
Richard H. Neilsen and James W. Bush,
A Tennessee General Partnership

By: Richard H. Neilsen — Date 7/17/85
Richard H. Neilsen

By: James W. Bush — Date 7/17/85
James W. Bush

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, FRANCENE WILKINS a Notary Public of said County, Douglas Harvey, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 17th day of July, 1985.

Francene Wilkins
Notary Public

My Commission Expires: 12.5.88

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, FRANCENE WKAHN, a Notary Public of said County, Mrs. Inez W. Harvey, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 17th day of July, 1985.

Francene W Kahn
Notary Public

My Commission Expires: 12.5.88

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, FRANCENE (W)KAHN of the state and county aforesaid, personally appeared Richard H. Nielsen, 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 Nielsen and Bush Properties, a Tennessee General Partnership composed of Richard H. Nielsen and James W. Bush, the within named bargainor, and that he as such partner, executed the foregoing instrument for the purpose therein contained by signing his name as partner.

Witness my hand and seal, at office in Brentwood, TN, this 17th day of July, 1985.

Francene W Kahn
Notary Public

My Commission Expires: 12.5.88

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, FRANCENE W KAHN of the state and county aforesaid, personally appeared James W. Bush, 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 Nielsen and Bush Properties, a Tennessee General Partnership composed of Richard H. Nielsen and James W. Bush, the within named bargainor, and that he as such partner, executed the foregoing instrument for the purpose therein contained by signing his name as partner.

Witness my hand and seal, at office in Brentwood, TN, this 17th day of July, 1985..

Francene W Kahn
Notary Public

My Commission Expires: 12.5.88

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6608 PAGE 688

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			200000.00-	CAPT.
			190000.00-	MAPT.
			520.00	CSTAX
			188.00	MSTAX
			.50	PRFEE
			15.00	WDEED
			CHECK	723.50-
			8602A07/17/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J 2 1 4 2 7

IDENTIF. REFERENCE T

JUL 17 12 08 PM '85

FELIX Z. WILSON ET REGISTER
DAVIDSON COUNTY, TN

No. 154784