INSTALLMENT DEED

FROM: Robert L. Goss, Sr., and wife, Anne S. Goss
TO: Robert L. Goss, Jr.
ADDRESS NEW OWNERS AND SEND TAX BILLS TO: Mr. Robert L. Goss, Jr., 3128 Elm Hill Road Nashville, Tennessee 37214

MAP PARCEL NUMBER: Map 108 part of Parcel 53, Field Book #3D74220

For and in consideration of love and affection which we hold for our son, Robert L. Goss, Jr., and a promissory note of even date herewith, which is more fully described hereinafter, we Robert L. Goss, Sr., and wife, Anne S. Goss, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto Robert L. Goss, Jr., hereinafter called the Grantee, his heirs and assigns, as his sole and separate property, free and clear of any claim or interest of any present or future spouse, certain real estate in Davidson County, Tennessee, described as follows:

BEGINNING at a point in the center of Elm Hill Pike, being the Southwest corner of the tract now owned by R.L. Goss and Anne S. Goss (and a common corner with the tract previously conveyed by them to Gerre Goss White, of record in Book 6064, Page 543, Office of the Register for Davidson County, Tennessee); thence North 0° - 7' East 380 feet to a point (the Northwest corner of the tract herein conveyed); thence South 88° - 45' East 81 feet to a point; thence North 1° - 15' East 56 feet to a point; thence North 88° - 20' East 205.5 feet to a point; thence approximately due East 630 feet, more or less, to a point in the approximate center of a pond (the Northeast corner of the tract herein conveyed); thence South 2° - 30' West 468.5 feet, more or less, to a point in the center of Elm Hill Pike (the Southeast corner of the tract herein conveyed); thence with the center of said Pike North 86° West 575.02 feet, North 89° West 211.86 feet, and South 86° - 15' West 122 feet to the beginning; containing 8.66 acres, more or less.

BEING part of the property conveyed to Robert L. Goss and wife, Anne Sherman Goss, by deed from Henry Clifford Hill and Johnnie Robinson Hill, of record in Book 1404, Page 266, Office of the Register for Davidson County, Tennessee.

This is improved property, known as 3128 Elm Hill Road, Nashville, Tennessee 37214.

The reasonable value of the property herein conveyed is in the amount of $100,000.00; at the time of this conveyance, the Grantors transfer the first $6,000.00 of value of the said real estate without cash consideration, for the love and affection which we hold for our son. For the balance of $94,000.00 the Grantee has given his promissory note, of even date herewith, payable to the Grantors in four annual installments of $20,000.00 each and a fifth annual installment of $14,000.00; without interest, payable on the anniversary dates of this conveyance.

This conveyance is made subject to the following conditions. The Grantors retain the right to live in the residence on the property for as long as they may live. In the event that Robert L. Goss, Jr. should decide to sell the tract of land hereby conveyed, our daughter, Gerre Goss White, shall have the first right of refusal upon the same terms. Under such circumstances, Robert L. Goss, Jr. shall give her written notice of the intended sale, describing in detail all terms of the proposed sale. Thereupon, Gerre Goss White, shall have thirty days after receiving such notice within which to exercise the right of refusal. If the right of refusal is not exercised within thirty days, then the proposed sale to a third party may be carried out.

To have and to hold the said real estate, with appurtenances, estate, title and interest thereto belonging, to the said Grantee, his 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 the said real estate to said Grantee, 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 promissory note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note as it matures, and for the consideration of $1.00 to me in hand paid, I the said Grantee do hereby transfer and convey unto Robert L. Goss, Sr., Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title and interest there belonging, for the purposes aforesaid, only. Now if I, the said Grantee, shall pay the promissory note aforesaid as due, according to its terms, and pay taxes and keep up necessary repairs upon the property, then this trust conveyance shall be void and of no further force and effect. But if I fail to pay the promissory note or any part thereof promptly at maturity, or fail to pay taxes and reasonable upkeep upon the property, this trust conveyance shall remain in full force and effect; at the option of the lawful owner and holder of said promissory note, the entire unpaid balance of the note shall immediately become due and payable, without notice, and the said Trustee, or his successor in trust, is hereby authorized or empowered, upon giving 20 days notice by three publications in any newspaper of general circulation in Davidson County, to sell said property at the front door of the Courthouse in said county to the highest bidder for cash at public auction, 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. The Grantor hereby agrees that the Trustee, may at any time after the default in the payment of the note, 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 the said property, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed to the said property.

In the event of a sale hereunder, the proceeds will be applied by the Trustee as follows: First to the payment of all costs, charges, and expenses of executing the conveyance and enforcing the lien, together with reasonable attorney fees; second to the payment of all taxes as are unpaid on the premises; third to the payment of all unpaid notes herein secured and any and all sums expended in the protection of the property; fourth the residue if any to the Grantee herein, his heirs, representatives or assigns.

In the event of the death, absence, inability or refusal to act of the Trustee at any time, the lawful owner and holder of the said note is hereby authorized and empowered to name and appoint a successor Trustee 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 Trustee shall be vested in the said Successor.

IN WITNESS WHEREOF, we the said Grantors and the Grantee have hereunto set our hand on this 31st day of December, 1985.

Robert L. Goss, Sr.
ROBERT L. GOSS, SR.

Anne S. Goss
ANNE S. GOSS

Robert L Goss Jr
ROBERT L. GOSS, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, George H. Cate, Jr., a Notary Public in and for said County and State, the within named Robert L. Goss, Sr., Anne S. Goss, and Robert L. Goss, Jr., the Bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this 31st day of December, 1985.

George H. Cate, Jr.
Notary Public

My Commission Expires:
Sept. 9, 1989

This Instrument Prepared By: George H. Cate, Jr.
Attorney at Law
1101 Stahlman Building
Nashville, Tennessee 37201

Mail

BOOK 6751 PAGE 697

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer, is $100,000.00.

Robert L Peters Jr
AFFIANT

Sworn to and subscribed before me this 31st day of December, 1985.

George H. Cate, Jr.
Notary Public

My Commission Expires:
Sept. 9, 1989

65256

IDENTIFICATION REFERENCE

Dec 31 3 09 PM '85

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) | 2 Secured Party(ies) and address(es) | For Filing Officer (Date, Time, Number, and Filing Office)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6751 PAGE 698

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

10[illegible].00-	CANCL
940[illegible].00-	MRTT
269.00	CSTAX
98.00	MSTAX
.50	PRFEE
12.00	MISC
CHECK	364.50-
16214 12/31/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6 5 2 5 6

IDENTIFICATION REFERENCE

DEC 31 3 09 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 206481