MUSIC CITY DRAGWAY,
A Partnership, et al

TO: DEED

DALLAS CLAY JONES

This Instrument Prepared By:
THOMAS N. BATEMAN, of the
Law Offices of Thomas N. Bateman,
P.C., 221 South Third Street,
Clarksville, TN 37040
From Information Furnished By:
Grantor

mail

BOOK 7790 PAGE 174

FOR THE CONSIDERATION HEREINAFTER STATED, this day, the Grantors, MUSIC CITY DRAGWAY (a partnership consisting of BARRY GRIZZARD, MICHAEL D. GREENFIELD, JAMES D. GREENFIELD and JAMES I. GREENFIELD), said partnership having its principal offices at 1500 Guthrie Highway, Clarksville, Tennessee, and said partners, individually, have bargained, sold and do hereby transfer and convey unto the Grantee, DALLAS CLAY JONES, and to his heirs and assigns, the following described realty situated in the 22nd and 10th Civil Districts of Davidson County, Tennessee, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said real estate unto the said DALLAS CLAY JONES, and to his heirs and assigns, in fee simple, forever.

THE GRANTORS (1) covenant that they are lawfully seized and possessed of and have a good and perfect right to convey said realty, and it is unencumbered except for 1989 property taxes of which the Grantee has full knowledge and which the Grantee assumes, and (2) except for the foregoing, will forever warrant and defend the title unto the Grantee, and unto his heirs and assigns, against all lawful claims, subject, however, to any restrictive covenants, easements and setback lines, as may be of record in the Register's Office for Davidson County, Tennessee.

THE CONSIDERATION for this conveyance is (1) a good and valuable cash consideration, the receipt of which is hereby acknowledged; (2) the execution by the Grantee of a promissory note, payable to the Grantors, in the principal sum of Fifty Thousand ($50,000.00) Dollars. Said note is payable on or before April 1, 1989; and (3) the execution by the Grantee of a promissory note, payable to the Grantors, in the principal sum of Two Hundred

Thousand ($200,000.00) Dollars. Said note is payable at a minimum of Ten Thousand ($10,000.00) Dollars per year, principal, together with the interest that may be accrued on each anniversary date of this note. Interest on said note shall be at the rate of ten (10%) percent per annum. The first annual payment of principal and interest shall be on April 1, 1990. The total consideration for the conveyance of this realty is Two Hundred and Fifty Thousand ($250,000.00) Dollars.

THE GRANTORS expressly retain a vendor's lien on the property herein conveyed to secure the payment of the promissory notes mentioned hereinbefore, payable by the Grantees to the Grantors.

IN THE EVENT said $50,000.00 note and/or said $200,000.00 note are not paid as provided, then the holders of said notes are hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, of general circulation, published in the county where the property is located, and/or as otherwise provided by law, to sell the property, or any part thereof, at the west door of the courthouse in said county to the highest and best bidder for cash, at public outcry, free from all legal and equitable rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions, of every kind, all of which are expressly waived. The holders of said notes are further authorized and empowered to execute and deliver a deed to the purchaser at such sale. The holders of the notes may bid at such sale and have deed made accordingly. Prior to such sale, the holders may enter and take possession of the property, in which case, the holders shall be accountable only for net rents actually received by the holders.

THE GRANTEE joins in the execution of this instrument for the purposes of covenanting and agreeing with the Grantors and any holder of said notes, that he will keep all buildings on said property insured in some reliable fire insurance company, or companies, for the maximum insurable amount, until the sum herein secured is fully paid, and to have the loss made payable on the

policy to the Grantors, and further agrees to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments and to pay them when due, and in case said Grantee fails to do any of these covenants, then the holders of the notes secured hereby may foreclose on said property in accordance with the provisions of this instrument.

THE GRANTEE agrees that in the event of such sale, that he, or anyone claiming through or under him, shall become at once tenants at will of the purchasers and give possession peacefully or by writ of unlawful detainer.

THE PROCEEDS of sale shall be applied first to the cost of the sale, including a reasonable attorney's fee, then to the payment of said notes, and in reimbursement for any taxes paid, together with interest, and the balance, if any, to the Grantee, as his interest may appear.

THE GRANTEE joins in this execution of this instrument for the express purpose of making the covenants contained herein and agreeing to all the terms and conditions set out herein, and particularly the terms and conditions of the power of sale contained herein in favor of the holder of said notes in the event default is made.

POSSESSION will be given upon delivery of this deed.

THE 1989 PROPERTY TAXES will be prorated between the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, this the 31st day of January, 1989.

MUSIC CITY DRAGWAY,
A Partnership

By: _____
Barry Grizzard
As Partner and Individually

By: _____
Michael D. Greenfield
As Partner and Individually

By: _____
James D. Greenfield
As Partner and Individually

By: James I Greenfield
James I. Greenfield
As Partner and Individually
Grantors

Dallas Clay Jones
DALLAS CLAY JONES
Grantee

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Before me, a Notary Public in and for said State and County, personally appeared DALLAS CLAY JONES, Grantee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this the 31st day of January, 1989.

Nancy J. Swanger
NOTARY PUBLIC

My Commission Expires: 05-17-89.

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Before me, a Notary Public in and for said State and County, personally appeared BARRY GRIZZARD, MICHAEL D. GREENFIELD, JAMES D. GREENFIELD and JAMES I. GREENFIELD, with whom I am personally acquainted, and who acknowledged that they are partners of the maker, MUSIC CITY DRAGWAY, and are authorized by the maker to execute this instrument on behalf of the maker, and who acknowledged that they executed the within instrument for the purposes therein contained, individually, and as partners in the partnership, MUSIC CITY DRAGWAY.

WITNESS my hand and seal, at office, this the 31st day of January, 1989.

Nancy J. Swanger
NOTARY PUBLIC

My Commission Expires: 05-17-89.

4417 03/10 0101 03CHECK 1128.70

Name & Address of Property Owner:

Dallas Clay Jones
Route 1, Box 20
Beechmont, KY 42323

Name and Address of Person or Entity Responsible for Payment of Real Property Taxes:

Same

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STATE OF TENNESSEE - COUNTY OF MONTGOMERY

I or we hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $250,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Dallas C. Jones

SUBSCRIBED AND SWORN to before me, this the 8th day of March, 1989.

Nancy J. Rosinger
NOTARY PUBLIC
My Commission Expires: 05-17-89

Maximum Principal Indebtedness
for Tennessee recording tax purposes is: $250,000.00

15337

FILED FOR RECORD
Mar 10 9 58 AM '89

MUSICCIT.DEE:TNB:jj:1-23-89:C.#1331.01:F.#L-1065.01

EXHIBIT "A"

DESCRIPTION

Being two tracts of land in Davidson County, Tennessee, described as follows:

TRACT NO. I

A certain tract or parcel of land lying in the 22nd Civil District of Davidson County, Tennessee, and bounded and described as follows:

Beginning at a sourwood and white oak, C. C. Hinton's northeast corner, and running north 216 poles to a large chestnut; thence west with the Puckett's line, 168 poles to a persimmon tree on the north bank of Sycamore Creek and corner to the McKay lands; thence south with his line 216 poles to a red bu[illegible] south of a large spanish oak, marked as a fore and aft., C. C. Hinton's northwest corner; thence east with his line 168 poles to the beginning, containing 220 acres, more or less.

Included but excluded therefrom a tract of land conveyed to J. G. Milliken by deed from Susan E. Wingo, et al, of record in Book 469, page 489, Register's Office for said County, described as follows:

Beginning at a stake on the south side of a black gum and B. oak pointers and running thence south 88-1/4 east 106 poles to a stake near a large white oak stump; thence north 24 west 68 poles to a stone south edge of road; thence north 35-1/4 west 126 poles to J. M. Binkley's line formerly the McKay tract; thence south 1-3/4 west 161.24 poles with said Binkley line to the beginning, containing by estimation 56 acres, more or less.

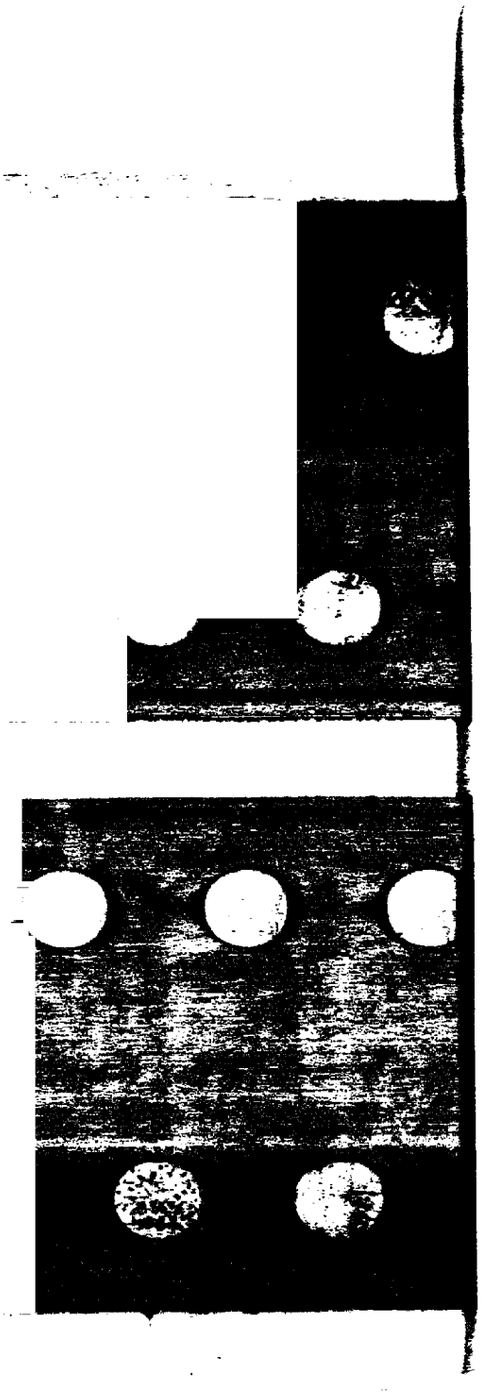
TRACT NO II

A parcel of land in the 10th Civil District of Davidson County, Tennessee, described as follows:

Beginning at an iron stake in the property line between the Wingo property and Mrs. Macyl Jones' property, being north 32° 26' west 465.8 feet from the center line of Ivy Point Road; thence north 87° 30' west 400 feet to iron stake; thence south 84° 11' west 200 feet to iron stake; thence north 32° 26' west 182.97 feet to iron stake; thence north 84° 11' east 200 feet to iron stake; thence south 87° 30' east 400 feet to iron stake; thence south 32° 26' east 182.97 feet to an iron stake, the point of beginning, containing 2.13 acres, more or less, according to a survey by William Collier Parrish Associates, Civil Engineers, by R. H. Maxson, III, dated October 31st, 1962.

Being the same property conveyed to The Third's Small Business Investment Company by Trustee's Deed from Warren P. Gray, Trustee, of record in Book 4602, page 857, Register's Office for Davidson County, Tennessee (the name of "The Third's Small Business Investment Company" having been changed to "Third's Business Corporation" by Articles of Amendment to the Charter as filed with the Secretary of State on December 31, 1979, and of record in Book 5664, page 289, Register's Office for Davidson County, Tennessee).

This being the same property conveyed to the Grantors herein by deed, dated January 5, 1982, of record in Book 5838, Page 867, in the Register's Office for Davidson County, Tennessee.



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

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 250000.00
MAMT 250000.00
CON TX 825.00
MOR TX 285.20
PRFEE 0.50
WDEED 18.00
TOTAL 1128.70
CHECK 1128.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/10/89 01 10:00 0001 4419

15337

IDENTIFICATION REFERENCE

MAR 10 9 58 AM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 188963