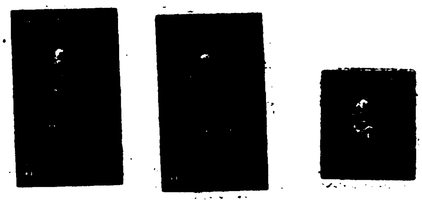
BK 3643

(This form furnished courtesy of [illegible] CO., [illegible], TENN.)

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of SIX THOUSAND FIVE HUNDRED AND NO/100---------
($6,500.00)----------DOLLARS
of which $200.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one joint promissory note of even date hereof in the principal amount of SIX THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($6,300.00), payable to Bert C. Ferguson, and bearing interest at the rate of 6% per annum, being due and payable in monthly installments as provided therein, to which reference is here made for a more complete and particular description of said note;



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.

We, BERT C. FERGUSON AND WIFE, JANELLE M. FERGUSON,

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

JOHN HENRY HERRELL AND WIFE, LORENE HERRELL,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tenn., and described according to an unrecorded survey by Harvey Gee, on October 12, 1951, of "39 parcels of a 41-14/100 acre tract, part of Nawakwa Hills Lands, 11th Civil District, Davidson Co.", as follows: Beginning at a point in the westerly margin of Pawnee Trail, said point being marked by an iron pin and said point being 585.8 feet southwardly (with the westerly margin of Pawnee Trail) from the southerly margin of Nawakwa Trail, where said Nawakwa Trail intersects Pawnee Trail; thence southwardly with the westerly margin of Pawnee Trail 32.3 feet to an iron pin; thence south 44 degrees 23' east, with the westerly margin of Pawnee Trail, 67.7 feet to an iron pin; thence south 45 degrees 37' west, 150 feet to a point marked with an iron pin; thence north 44 degrees 23' west, 67.7 feet to a point; thence with a curve (R.1616.5' to the left), 29.6 feet to a point marked with an iron pin; thence north 44 degrees 34' east 150 feet to the point of beginning. Said parcel being the 10th and 11th platted lots southwardly from the intersection of Nawakwa Trail and Pawnee Trail on said unrecorded survey, fronting the westerly margin of Pawnee Trail. Being the same property conveyed to Bert C. Ferguson by deed from John C. Perry and wife, May Ruth Perry, of record in Book 3403, page 400, Register's Office for said County.

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 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 unincumbered, except for 1963 taxes which are to be assumed by the grantees, and we covenant, 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, an hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantors herein, do hereby transfer and convey unto Harlan Dodson, Jr. grantee, his successors and assigns, the real estate hereinbefore described, with the improvements, rentals, title and interest herein conveyed, for the purposes aforesaid, only. We, the said grantors 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 insurable value upon herein granted, and for the benefit of the holder of said notes, and assigns of said notes, as their interest may appear. We further agree to deliver the policy or policies to said trustee for the benefit of the holder of said notes, and to pay the premium or premiums therefor, and to deliver said policy or policies to the holder of said notes, or assigns of said notes, as their interest may appear. We further agree to pay all taxes and assessments that may be assessed against said property, and to pay all liens, or claims of liens, and to pay or discharge any and all debts that may be contracted by us, or any of us, or by any of those claiming under us, which may become a lien upon said property. We further agree that if we, the said grantors herein, or any of us, shall fail to keep said property insured as herein provided, or shall fail to pay the premium or premiums thereon, or shall fail to pay said taxes, assessments, liens or claims of liens, or any of them, when due, or shall fail to pay said debts, or any of them, when due, or shall fail to pay said notes, or any of them, when due, according to the tenor and effect thereof, then, and in any of said events, the whole of said principal sum, and interest thereon, shall become due and payable at once, at the option of the holder of said notes, or assigns of said notes, without notice, and this conveyance may be foreclosed at once, at the option of the holder of said notes, or assigns of said notes, as upon default in the payment of said notes, principal and interest, and the said trustee, or his successor in this trust, is hereby authorized and empowered, at the request of the holder of said notes, or assigns of said notes, to enter upon said property, or any part thereof, and sell the same at the door of the courthouse of Davidson County, Tennessee, at public outcry, to the highest and best bidder for cash, after first giving twenty days' notice of the time, place and terms of said sale by three publications in some newspaper published in said County, the first of which publications shall be made not less than twenty days before said sale, and to make to the purchaser or purchasers at said sale a good and sufficient deed to said property in fee simple, and out of the proceeds of said sale to pay all costs and charges of this trust, including a reasonable attorney's fee for collection, if collected by suit or through an attorney after default, and to pay the balance of said proceeds to the holder of said notes, or assigns of said notes, as their interest may appear. We further agree that if we, the said grantors herein, or any of us, shall fail to keep said property insured as herein provided, or shall fail to pay the premium or premiums thereon, or shall fail to pay said taxes, assessments, liens or claims of liens, or any of them, when due, or shall fail to pay said debts, or any of them, when due, or shall fail to pay said notes, or any of them, when due, according to the tenor and effect thereof, then, and in any of said events, the whole of said principal sum, and interest thereon, shall become due and payable at once, at the option of the holder of said notes, or assigns of said notes, without notice, and this conveyance may be foreclosed at once, at the option of the holder of said notes, or assigns of said notes, as upon default in the payment of said notes, principal and interest, and the said trustee, or his successor in this trust, is hereby authorized and empowered, at the request of the holder of said notes, or assigns of said notes, to enter upon said property, or any part thereof, and sell the same at the door of the courthouse of Davidson County, Tennessee, at public outcry, to the highest and best bidder for cash, after first giving twenty days' notice of the time, place and terms of said sale by three publications in some newspaper published in said County, the first of which publications shall be made not less than twenty days before said sale, and to make to the purchaser or purchasers at said sale a good and sufficient deed to said property in fee simple, and out of the proceeds of said sale to pay all costs and charges of this trust, including a reasonable attorney's fee for collection, if collected by suit or through an attorney after default, and to pay the balance of said proceeds to the holder of said notes, or assigns of said notes, as their interest may appear. 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