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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Mary Jo Mitchell

TO

William Sparky Foster, Sr. etux
Celia Thompson Foster

For draftsman's use

This instrument prepared by
Roger D. Baskette, Attorney
Stahlman Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Sparky Foster, Sr. (NAME)	William Sparky Foster, Sr. (NAME)	
P.O. Box 98 (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box 98 (STREET ADDRESS)	14
Bellevue Nashville, Tennessee 37021 (CITY) (STATE) (P. O. ZIP)	Bellevue Nashville, Tennessee 37021 (CITY) (STATE) (ZIP)	76 42

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Oct 9 11 11 AM '73

FELIX Z. HUDDLESTON REGISTER
DAVIDSON COUNTY, TENN.

C 2697

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000.00 William Sparky Foster, Sr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF Oct 1973

David L. Thompson
Notary Public

MY COMMISSION EXPIRES: 4-26-76

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

FOR AND IN CONSIDERATION OF the sum of One Hundred Thousand and No/100 ($100,000.00) **DOLLARS**

of which $ 1,000.00 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 note of even date herewith in the principal amount of $99,000.00, payable to the order of Mary Jo Mitchell in 240 monthly installments of $708.84 each, the first of which is due and payable on the 15th day of January, 1974, and thereafter a like amount on the 15th day of each succeeding month, with the final and last installment being due and payable on the 15th day of December, 1993. The unpaid installments include interest at the rate of 6% per annum, said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions as set out in 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,

I, Mary Jo Mitchell

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto William Sparky Foster, Sr., and wife, Celia Thompson Foster

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 9th Civil District of Davidson County, Tennessee, described according to a copy of a survey made by Jack R. Underwood, surveyed Dec. 1972, and January, 1973, drawn January, 1973, as follows:

Beginning at a point in the northwesterly margin of Old Harding Road, said point being the southeasterly corner of the property conveyed to Harold Eugene Wiseman and wife, Mildred Louise Wiseman, by deed from Thomas A. Baugh and wife, Mary Hill Baugh, of record in Book 4380, page 347, Register's Office for Davidson County, Tennessee; thence North 88° 32' 45" West, along Wiseman's southerly boundary 217.79 feet to a point; thence with Wiseman's westerly line, North 3° 28' 45" West, 179.43 feet to a point in the centerline of Long Branch which point is in the southerly line of a tract of land called "Creekwood" as shown on the plat thereof of record in Book 4175, pages 148 and 149; Register's Office for said County; thence with the centerline of Long Branch and with the southerly line of "Creekwood", the following courses and distances: South 81° 41' 10" West, 344.75 feet to a point; North 78° 09' 35" West, 384.59 feet to a point; North 50° 25' 20" West 162.62 feet to a point; North 32° 59' 20" West, 55.04 feet to a point; North 85° 49' 30" West 177.21 feet to a point; South 87° 54' 35" West, 191.70 feet to a point; South 88° 43' 55" West, 147.83 feet to a point; South 80° 40' 30" West 67.49 feet to a point; North 73° 35' 10" West, 86.81 feet to a point; South 71° 09' West, 53.02 feet to a point in the easterly margin of

Bellevue Road; thence along said margin of said road, South 5° 10' West, 620.5 feet to a point which is the beginning of a curve to the left having a radius of 241.45 feet; thence with said margin of said road along said curve, 221.92 feet to a point at the end of said curve; thence North 87° 38' East, 756 feet to a point; thence South 88° 52' East, 221.5 feet to a point; thence South 37° 51' West, 175.5 feet to a point in the northwesterly margin of Old Harding Road; thence North 50° 09' East, along said margin of Old Harding Road 914 feet to the point of beginning.

Being part of the property devised to Thomas A. Baugh, as devisee under the Will of Tabitha A. DeMoss, deceased, of record in Will Book 43, page 81, Probate Clerk's Office for Davidson County, Tennessee; devised to Mary Hill Baugh in a one-half undivided interest, and to Mary Jo Mitchell, in a one-half undivided interest, as devisees under the will of Thomas A. Baugh, deceased, of record in Will Book 99, page 117, said Probate Clerk's Office, the interest of the said Mary Hill Baugh, now deceased, having been devised by her to Mary Jo Mitchell, as devisee under the will of the said Mary Hill Baugh, deceased, of record in Will Book 104, page 510, said Probate Clerk's Office.

This conveyance is made subject to the following:

1. A five foot easement for underground telephone cable within the right-of-way of Bellevue Road, of record in Book 4475, page 757, Register's Office for Davidson County, Tennessee.

2. Easement for sewer line with incidental rights thereto granted in an instrument executed by Mary Hill Baugh, et al, to James C. Hamblen and wife, dated June 24, 1972, of record in Book 4613, page 509, said Register's Office.

3. Easement for flow of Long Branch.

4. The Plan of "Creekwood" of record in Book 4175, page 149, said Register's Office, which shows a 12" sewer running across the northerly part of premises extending eastwardly from a manhole located in Bellevue Road to a manhole located on said "Creekwood" property.

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 unencumbered.

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We further covenant and bind ourselves, 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, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Roger D. Baskette, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 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. We 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 we 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 we, the said grantees, 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 we 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; we 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, 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. We 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. We 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 6 day of October 19 73.

William Sparky Foster, Sr.
William Sparky Foster, Sr.

Mary Jo Mitchell
Mary Jo Mitchell

Celia Thompson Foster
Celia Thompson Foster

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, David Anderson, a Notary Public in and for said County and State, the within named Mary Jo Mitchell AND William Sparky Foster, Sr., and wife, Celia Thompson Foster the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 6th day of Oct., 19 73.

David Anderson
Notary Public

Commission expires 4-26-76.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, [illegible], a Notary Public of the State and County aforesaid, personally appeared [illegible], with whom I am personally acquainted, and who upon oath, acknowledged self to be of the [illegible], the within named bargainor, a corporation, and that he as such being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as [illegible].

OCT-9- CONV 90,000.00
OCT-9- CONV 10,000.00
OCT-9- MTGTX 99,000.00
OCT-9- STAX A* 260.00
OCT-9- STAX A* 97.00
OCT-9- RECFEE A* .50
OCT-9- RECFEE A* 6.00 * 363.50

Witness my hand and seal, at office in [illegible], this [illegible] day of [illegible], 19[illegible].

[illegible], Notary Public

Commission expires [illegible]