INSTALLMENT DEED

BOOK 4756 PAGE 248

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred M. Whitley (NAME:)	Security Federal Sav. & Loan Assn. (NAME:)	48
Clarksville Highway (STREET ADDRESS OR ROUTE NUMBER)	500 Union Street (STREET ADDRESS)	11-12
Whites Creek, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37219 (CITY) (ZONE) (STATE)	pid

This instrument was prepared by: David Rutherford, Attorney, Nashville, Tennessee.

FOR AND IN CONSIDERATION OF the sum of - - - - - - Seventy Thousand and No/100 - ($70,000.00) - - - - - - - - - - - - - - - - DOLLARS

of which $ 54.46 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to pay $800.00 per month for 5 months beginning July 1,1971; then $500.00 per month beginning December 1, 1971, for 7 months; also grantees agree to pay $100.00 per month for 35 months beginning July 1, 1971; all of the above payments to be made without interest; and for the remaining balance the grantees have assumed the unpaid principal balance of $34,645.54 of an original note of $34,750.00 payable to Security Federal Savings and Loan Association of Nashville and secured by a Deed of Trust of record in Book 4490, page 420, Register's Office for Davidson County, Tennessee, and to execute a lien note in the amount of $25,200.00 payable $166.31 per month for 240 months with the first payment due July 1, 1972, with interest at the rate of 5% per annum included in said installments.

OCT 17	CONV	70,000.00		
OCT 17	MORTG	25,200.00		
OCT 17	RS TAX		A* 182.00	
OCT 17	RS TAX		A* 23.20	
OCT 17	RP FEE		A* .50	
OCT 17	WDEED		A* 6.00	* 211.70

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,

Lawrence P. Herd and wife, Mamie D. Herd,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Fred M. Whitley, his

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

Three tracts of land in the 14th Civil District of Davidson County, Tennessee, described as follows:

TRACT NO. 1: Beginning at an iron pin in the southwesterly margin of State Highway No. 112 (Clarksville Highway) at the northeasterly corner of property conveyed to Garland C. Hutton and wife, by deed of record in book 2797, page 4, Register's Office for said County, and running thence, along Hutton's northwesterly line, south 52° west 204.5 feet to Hutton's northwesterly corner; thence south 34° 30' east 128 feet to Hutton's southwesterly corner; thence south 66° 30' west 174 feet to the center of Dry Fork Road; thence, along the center of Dry Fork Road, north 20° west 100 feet and north 23° west 80 feet to the southwesterly corner of Tract No. 2 described below; thence, along the southeasterly line of said Tract No. 2, north 48° east 330 feet to the southeasterly corner of said Tract No. 2 in the southwesterly margin of State Highway No. 112; thence, along the same, south 38° east 110.5 feet to the beginning.

TRACT NO. 2: Beginning at an iron pin in the southwesterly margin of State Highway No. 112 (Clarksville Highway) at the southeasterly corner of property conveyed to Tom Resha and wife, by deed of record in book 2399, page 557, Register's Office for said County, and running thence, along Resha's southeasterly line, south 53° 10' west 333 feet to the center of Dry Fork Road; thence, along the center of Dry Fork Road, southeastwardly 133 feet to the northwesterly corner of Tract No. 1 described above; thence, along the northwesterly line of said Tract No. 1, north 48° east 330 feet to the southwesterly margin of State Highway No. 112; thence, along the same, north 38° west 105 feet to the beginning.

TRACT NO. 3: Beginning on the southwesterly margin of State Highway No. 12 (Clarksville Highway) at the southeast corner of the property conveyed to Garland C. Hutton and wife, by deed from Howard Moore and wife, of record in book 2804, page 164, said Register's Office; thence with said Hutton's southern boundary line south 52° west 204.5 feet; thence with said Hutton's eastern boundary line south 34° 30' east 128 feet; thence north 66° 30' east 219 feet to the southwesterly margin of State Highway No. 112 (Clarksville Highway); thence with the same north 38° west 183 feet to the beginning.

Being the same property conveyed to Lawrence P. Herd and wife, Mamie D. Herd, by deed from Hoyte J. Kitsos and wife, of record in book 3677, page 360, Register's Office for said County.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ [illegible]

Subscribed and sworn to before me, this the 9 day of September 1971.

Fred W. Bradley
Affiant

My commission expires: April 29, 1975
(Affix Seal)

Hugh J. Bradley
Notary Public

BRADLEY NOTARY PUBLIC DAVIDSON CO. TENN.

unimproved ( )
This is improved (X) property, known as Clarksville Highway, Route #1, White's Creek, Tennessee.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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.

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 E. A. Covington, Jr., 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 $ 10,000.00 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 1st day of July, 19 71.

Fred M. Whitley

Mamie D. Herd 11/17/71 Lawrence P. Herd

State of Tennessee
County of Davidson

Personally appeared before me, Hugh J. Bradley, a Notary Public in and for said County and State, the within named Fred M. Whitley, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 9th day of Sept. 1971.
My Com. expires April 29, 1975.

Hugh J. Bradley
Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Patrick J McGuigan, *a Notary Public in and for said County and State,* Lawrence P. Herd and Mamie D. Herd

the within named bargainor S, 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, *this* 28 *day of* August, *19* 71.

Patrick J McGuigan *Notary Public*

Commission expires 8/2/76

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Mamie D Herd & Lawrence P. Herd *with whom I am personally acquainted, and who, upon oath, acknowledged* self *to be* ..... *of the* ..... *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 .....

Witness my hand and seal, at office in Nashville Tennessee *this* 17 *day of* November, *19* 71.

Elizabeth L. Whitley *Notary Public*

Commission expires 2-26-75

RECORDER'S MEMO:
Legibility or Writing, Typing or Printing in This Document Unsatisfactory When Received.

INSTALLMENT DEED

FROM
Lawrence P. Herd et ux

TO
Fred M. Whitley

File: Security Federal

C 2 8 1 3 3

IDENTIF. REFERENCE

OCT 17 11 06 AM '73
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE