INSTALLMENT DEED

For and in Consideration of the sum of Seven Thousand Eight Hundred Fifty and No/100 ($7,850.00) ---------- Dollars, of which One Thousand Eight Hundred Fifty ($1,850.00) ---------- Dollars, has been paid in cash by William L. Whitwell and wife, Sandra Lee Whitwell the receipt of which is hereby acknowledged, and for the remainder Six Thousand and No/100 ($6,000.00) ---------- Dollars, the said William L.Whitwell and wife, Sandra Lee Whitwell have executed their joint promissory note of even date herewith, payable in 24 monthly installments with the first payment due December 14, 1973, in the amount of Ninety-six and 54/100 ($96.54) Dollars, and thereafter a like amount due the 14th of each month; provided that the final payment of all remaining principal and accrued interest, if not sooner paid will be made for the entire balance of principal and accrued interest on or before November 14, 1975. This note bears interest at the rate of Nine (9%) percent per annum.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Edward A. Knob and wife, Nancy J. Knob

have this day bargained and sold, and do hereby transfer and convey unto the said William L. Whitwell and wife, Sandra Lee Whitwell heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, described according to a survey by James T. Brewer, Certificate #170, dated December 12, 1972, and being more particularly described as follows:

BEGINNING at a point in the southwesterly margin of River Road at the corner of Tracts 3 and 4 on said unrecorded survey; thence S43° 45'W 903 feet to a point; thence N70°W 302 feet to a point in the common corners of Tracts 3, 4, 5 and 6; thence N43°45'E 1083.2 feet to a point in the southwesterly margin of River Road; thence S33°15'E 154 feet to a point; thence N56°45'E 15 feet to a point; thence S37°20'E 93 feet to the point of beginning, and containing 5.70 acres.

Being part of the same property conveyed to Edward A. Knob and wife, Nancy J. Knob by deed from Robert G. Sullivan and wife, Ruby D. Sullivan of record in Book 4606, page 618, Register's Office for Davidson County, Tennessee.

The following restrictions are applicable to subject property and shall be covenants running with the land for a period of twenty (20) years from the date hereof: (1) the property shall be used for residential purposes only, minimum 1250 feet on one level; no swine shall be raised, no junk cars on said property; no mobile homes. Outbuilding for use for housing cattle, horses or machinery may be built if set behind residence.

This is unimproved ( ) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edward A. Knob and wife, Nancy J. Knob 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, except for 1973 taxes and restrictive covenants of record in Book 4239,pg.460, said Register's office.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said William L. Whitwell and wife, Sandra Lee Whitwell 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 in hand paid, we, the said William L. Whitwell and wife, Sandra Lee Whitwell

do hereby transfer and convey unto Nancy Shelton, 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 William L. Whitwell and wife, Sandra Lee Whitwell 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 $ 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 interst 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 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 William L. Whitwell and wife, Sandra Lee Whitwell 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 trust 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 advice 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 ourselves, our 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 Nancy Shelton, Trustee, shall be vested in said successor.

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 Edward A. Knob and wife, Nancy J. Knob and William L. Whitwell and wife, Sandra Lee Whitwell hereunto set our hands at Nashville, Tennessee, this the 14th day of November 19 73

Edward A. Knob

Edward A. Knob

Nancy J. Knob

William L. Whitwell

Sandra Lee Whitwell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Gail Pigg, a Notary Public in and for said County and State, the within named Edward A. Knob and wife, Nancy J. Knob and William L. Whitwell and wife, Sandra Lee Whitwell

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 14th day of November, 19 73

Gail Pigg, Notary Public.

Commission Expires 4/27/77

NOTARY PUBLIC STATE AT LARGE TENNESSEE

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 ,

this day of , 19 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

NOV16	CONV	*7,850.00			
NOV16	MORT'G	*6,000.00			
NOV16	S'TAX		A*	20.28	
NOV16	S'TAX		A*	4.00	
NOV16	PR'FEE		A*	.50	
NOV16	W'DEED		A*	8.00	* 32.78

INSTALLMENT DEED

FROM
Edward A. Knob et ux

TO
William L. Whitwell et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 3 2 1 8 6

IDENTIF. REFERENCE

Nov 16 3 29 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Return to Gail Pigg

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William L. Whitwell and wife, Sandra Lee Whitwell	Same	Map 67
(NAME)	(NAME)	Parc. 62
3516 Richland Ave.		FB 8D 24000
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37205		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Gail P. Pigg
916 J. C. Bradford Bldg.
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 7,850.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF November 19 73

Notary Public

MY COMMISSION EXPIRES: 4/27/77

(AFFIX SEAL)