TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
John H. Butterworth, et ux (NAME)	Same	
Lickton Pike, Route 1 (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4875 PAGE 687 (STREET ADDRESS)	31
Whites Creek, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	15

This instrument prepared by
STEPHENSON AND LANKEY
First Federal Building
Nashville, Tennessee 37219

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of FIFTEEN THOUSAND AND NO/100---------- DOLLARS

[illegible] for which the grantees herein have executed one joint promissory note of even date herewith, in the principal amount of Fifteen Thousand and no/100 Dollars ($15,000.00), with interest at the rate of 7-1/2% per annum payable One Hundred, Twenty and 84/100 Dollars ($120.84) monthly beginning on the first day of January, 1975 payable to the order of Grace D. McCord,

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.

Grace D. McCord,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
John H. Butterworth and wife, Eve Gail Butterworth,

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

A tract of land in the 10th, formerly 22d, Civil District of Davidson County, Tennessee, described as follows:

Beginning in the center of the County Road at the southeast corner of a tract of land heretofore conveyed by J.A. Owens to Mrs. H.N. Lyons by deed recorded in Book 882, page 290, Register's Office for said County; running thence with Mrs. H.N. Lyons' south boundary line north 82° west 495 feet to a stone, her southwest corner; thence south 1-3/4° west 290 feet to a post; thence with a fence south 70-1/2° east 650 feet to the center of said County Road, thence with the center of said road north 15-1/4° west 453 feet to the beginning, containing 5 acres, more or less.

Hereby excepted from the above are the following tracts:

TRACT I:
Beginning at a point in the west margin of Lickton Pike, being the southeast corner of land belonging to R. B. Ingram; thence in a westerly direction with Ingram Land 198 feet to a point in the easterly margin of land belonging to T. P. McCord; thence in a Southwesterly direction with McCord's easterly line 152 feet to a point in the north margin of land belonging to T. P. McCord; thence in an easterly direction with McCord's north line 218 feet to a point in the west margin of Lickton Pike; thence northerly with the west margin of Lickton Pike 102 feet to the point of beginning, containing about 1/2 acre, more or less.

TRACT II:
A small 1.3 acre tract of land in the 10th Civil District of Davidson County, Tennessee, West of the present Butterworth property, and more particularly described as follows:
Beginning at the Southwest corner of the Butterworth property as described in Deed of record in Book 4035, page 737; thence following the Westerly line of said Butterworth tract of land 152 feet to a point and the Dave Arrington property; thence with the line between this tract of land and the Arrington property 290 feet to a point and corner with the Ronnie Brown property; thence with the line between this tract of land and the Ronnie Brown property in a Southerly direction 227 feet to a point; thence in a Easterly direction with the property retained by McCord 305 feet to the point of beginning, containing 1.3 acres, more or less.

TRACT III:
Beginning at a point in John D. Brown's east boundary line at John H. Butterworth southwest corner; thence with Butterworth's southerly boundary 93 feet more or less to a point which is 170 feet northeast of the center line of proposed I-24; thence south 9 degrees 02 minutes 17 seconds east 120 feet more or less to a point in Brown's northerly boundary line; thence with said line north 66 degrees 30 minutes west 128 feet to a corner of Brown's boundary line; thence with an easterly boundary line of Brown's property north 5 degrees 15 minutes east 68 feet more or less to the point of beginning and containing 0.23 acres, more or less.

BEING the same property conveyed to Thomas Porter McCord and wife, Grace D. McCord, by deed from C. J. Greer and wife, of record in Book 1097, page 218, Register's Office for Davidson County, Tennessee, the said Thomas Porter McCord being now deceased.

Grantees do further agree, in the event of sale of the property or any portion thereof, to apply the proceeds of such sale to the aforementioned promissory note.

This is improved ( ) unimproved (X) property known as Lickton Pike, Whites Creek, Tennessee, 37189
(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 convenant 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 Nancy K. Corley 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:

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

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 12th day of December 1974.

Grace D. McCord — GRACE D. McCORD

John H. Butterworth — JOHN H. BUTTERWORTH

Eve Gail Butterworth — EVE GAIL BUTTERWORTH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 15,000.00

John H. Butterworth
Affiant

Subscribed and sworn to before me, this the 12 day of December 1974

My commission expires 4-26-75 (Affix Seal)

E. Richard Corley, Jr.
Notary Public

E. RICHARD CORLEY, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, E. Richard Corley, Jr., a Notary Public in and for said County and State, the within named Grace D. McCord, John H. Butterworth, and Eve Gail Butterworth the bargainor S, with whom I am personally acquainted, and who acknowledged that she and they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 12 day of December 1974

Commission Expires 4-26-75 — E. Richard Corley, Jr. — Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, 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 _____ this _____ day of _____, 19____

Commission Expires _____ Notary Public

E. RICHARD CORLEY, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

DEC 17 → CONV 15,000.00
DEC 17 → MORT'G 15,000.00
DEC 17 → S'TAX A* 39.00
DEC 17 → S'TAX A* 13.00
DEC 17 → PR'FEE A* .50
DEC 17 → W'DEED A* 6.00 * 58.50

INSTALLMENT DEED

FROM GRACE D. McCORD

TO JOHN H. BUTTERWORTH, ET UX

C 81721

IDENTIF. REFERENCE

DEC 17 2 03 PM '74

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

Published by
TENNESSEE TITLE COMPANY
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404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1005 - REVISED

TENNESSEE TITLE COMPANY