THIS INSTRUMENT WAS PREPARED BY
JAMES A. LESEMANN, ATTORNEY
320 GALLATIN ROAD,
MADISON, TENNESSEE. 37115

Installment Deed

BOOK 5219 PAGE 397

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
RANDY BUTTS, TRUSTEE		Map 7 - E
(NAME): E. S. Williams Mfg.	(NAME): Same	Map 7 - E
(STREET ADDRESS OR ROUTE NUMBER): Mgr. of Butts' Tract	(STREET ADDRESS):	Map 7 - 3
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of NINETY THOUSAND AND NO/100----------

----------($90,000.00)----------*Dollars,*

of which TWENTY-TWO THOUSAND FIVE HUNDRED AND No/100----------

----------$22,500.00)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SIXTY-SEVEN THOUSAND FIVE HUNDRED AND No/100----------($67,500.00)----------*Dollars,*

the grantee hereinafter named has executed his promissory note of even date herewith in the principal amount of $67,500.00 payable to the order of the grantors hereinafter named in 5 annual installments of $13,500.00 each, plus interest at the rate of 8% per annum on the unpaid balance, as provided therein.

5/7-77	CONV	90,000.00			
5/7-77	MORT'G	67,500.00			
5/7-77	S'TAX		B*	234.00	
5/7-77	S'TAX		B*	65.50	
5/7-77	PR'FEE		B*	.50	
5/7-77	W'DEED		B*	8.00	* 308.00

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, WILLIAM WADE MANNING and wife, BETTE JO REDING MANNING, and GARLAND P. ROSE, SR. and wife, MARTHA J. ROSE, herein called the grantors,
have this day bargained and sold, and do hereby transfer and convey unto the said RANDY BUTTS, TRUSTEE, with full power to sell, transfer, convey mortgage or otherwise encumber without the joinder of any beneficiary, herein called the grantee, his ~~successors and assigns~~ *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:
Three tracts of land in Davidson County, Tennessee, to-wit:
TRACT NO. 1:
Land in the 10th, formerly 20th, Civil District of Davidson County, Tennessee, described according to a survey and precession made March 14, 1894, by W. Z. Pitt, County Surveyor, but not of record, as follows:

BEGINNING at a stone with hickory pointers, David Smiley's northwest corner in William Hardaway's east boundary line, and runs thence south 3/4 degrees west 69 poles to a small white oak; thence south 32 degrees east 2.4 poles to a black oak; thence south 1 degree west 79.4 poles to a stone in Johnson's line; thence south 88-1/4 degrees east 72 poles to a stone; thence north 57 degrees east 5 poles to a stone; thence north 2-3/4 degrees east 34 poles to a stone; thence south 89 degrees east 4.6 poles to a stone; thence with Joe Tinnin's west line north 2-3/4 degrees east 111 poles to a stone in the south line of the old Moore tract of land; thence with said line north 87 degrees west 87 poles to the beginning, containing 77 acres, and 104 poles, be the same, more or less.
INCLUDED in the above description, but expressly excluded therefrom, is a certain tract or parcel of land situated in the 10th, formerly 20th, Civil District of Davidson County, Tennessee, and described as follows:
BEGINNING at the northwest corner of Tract No. 3 as described in deed from Callie Downing to John Paul Peay and wife, Lottie M. Peay, of record in Book 1349, page
(CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Subscribed and sworn to before me, this the 3rd day of November 19 77

My commission expires: 7-18-78
(Affix Seal)

Randy Butts, Trustee
Affiant

Notary Public

CHARLES F. LARGE
NOTARY PUBLIC
STATE OF TENNESSEE

206, Register's Office for said County; thence north 87 degrees west 491 feet, more or less to a stone, corner of the property conveyed to John Paul Peay and wife, Lottie M. Peay by deed from Leona Greer of record in Book 2019, page 368, Register's Office for said County, the same being in Amos Crawford's line; thence north 2 degrees east 10 feet to a post, corner to Blye in John Peay et ux line; thence south 87 degrees east 534 feet to a post; thence south 2 degrees west 10 feet to a point in the northerly line at a hackberry tree of the said property conveyed to John Paul Peay and wife, Lottie M. Peay, by deed from Callie Downing of record in Book 1349, page 206, Register's Office for said County; thence north 87 degrees west 43 feet, and with the said northerly line of the said John Paul Peay and wife, Lottie M. Peay, Tract No. 3 to the point of beginning. Being the same property conveyed to John Paul Peay and wife, Lottie M. Peay, by deed from Earnest T. Blye and wife, Grace Blye, of record in Book 2037, page 504, said Register's Office.

ALSO included in said description, but expressly excluded therefrom is that property conveyed to Hartwell Price and wife, by deed of record in Book 4249, page 450, said Register's Office, which is hereinafter described as Tract No. 3.

Being part of the same property conveyed to William Wade Manning and wife, Bette Jo Reding Manning, by deed from Earnest T. Blye, of record in Book 4051, page 311, Register's Office for said County; and the said Manning and wife, having conveyed a one-half (1/2) undivided interest in said property to Garland P. Rose, Sr. and wife, Martha J. Rose, by deed of record in Book 4162, page 516, said Register's Office.

TRACT NO. 2: Land in the 10th Civil District of Davidson County, Tennessee, described according to a survey made by Wayne S. Cooper, Sr., Surveyor, dated November 5, 1968, as follows:

BEGINNING at an iron pin on the northerly margin of Tinnin Road said point being in the southern boundary line of the property conveyed to Otto Pendley, Jr. and wife, of record in Book 2439, page 165, Register's Office for said County; thence with the northerly margin of said road as follows: South 71 degrees 30' west 105 feet; south 56 degrees 00' west 100 feet and south 32 degrees 30' west 110.6 feet; thence north 1 degree 45' west 175.3 feet; thence north 90 degrees 00' east 232.3 feet to the beginning, containing 0.40 acres, more or less.

Being the same property conveyed to Garland P. Rose (Sr.) and William Wade Manning by deed from Hartwell E. Price (unmarried) of record in Book 4322, page 794, said Register's Office.

It is hereby agreed and understood that the following described property is not encumbered by the Lien retained by the grantors herein, but is conveyed to the said grantee, free and unencumbered by said lien.

(CONTINUED ON EXHIBIT "A")

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his ..... *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 said real estate to said* grantee, his ..... *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said grantee ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Muriel Robinson ..... *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ ..... , or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

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TRACT NO. 3: Land in the 10th Civil District of Davidson County, Tennessee, being part of the William Wade Manning property, and described according to a survey made by Southern Land Surveying Company, Inc., dated June, 1968, as follows:
BEGINNING at a monument in the north margin of Old Tinnin Road, at the corner of the Otto Pendley, Jr., property; thence along an old rock wall, south 79 degrees 23' 50" west 82.44 feet to an iron pin in Manning property line; thence north 00 degrees 56' 40" west 11.83 feet to an iron pin; thence north 87 degrees 45' 30" west 87.98 feet to a monument, continuing along Manning's line, north 4 degrees 31' east 494.58 feet to an iron pin; thence north 79 degrees 00' east 175 feet to an iron pin located 21.5 feet south of a corner post; thence along Pendley's west line and along a fence, south 4 degrees 31' west 528.12 feet to the beginning, containing 2 acres.

Being the same property conveyed to Garland P. Rose (Sr.) and William W. (Wade) Manning by deed from Hartwell Price, a widow(er) of record in Book 4411, page 649, said Register's Office.

The grantors herein agree to release from the lien herein retained such part or parts of said property as requested by the said grantee, with said release or releases being based upon payment on the principal balance of the sum of $1,500.00 per acre which said payments may be included in the annual payments provided in said note.

It is also hereby agreed that no additional payment other than the $22,500.00 aforesaid is to be made before January 1, 1978.

It is agreed and understood by and between the parties hereto that the within described Tract No. 2 containing 0.40 acres, more or less is to be used as a permanent access easement which shall serve both Tracts Nos. 1 and 3 as herein described and said easement is for the use of the grantee herein and his successors in title to said Tracts.

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 3rd *day of* November, *19* 77.

E 35349

IDENTIF. REFERENCE

Nov 7 10 17 AM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

William Wade Manning
(William Wade Manning)

Bette Jo Reding Manning
(Bette Jo Reding Manning)

Garland P. Rose Sr.
(Garland P. Rose, Sr.)

Martha J. Rose
(Martha J. Rose)

(Randy Butts, Trustee)

Randy Butts, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* William Wade Manning and wife, Bette Jo Reding Manning, and Garland P. Rose, Sr. and wife, Martha J. Rose, and Randy Butts, Trustee

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 *Tennessee, this* 3rd *day of* November, *19* 77.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

Commission expires 7-18-78