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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

W. F. Browner and wife,

Ruby Lee Browner

TO

Vernon A. Huffine and wife,

Elma Jean Huffine

For draftsman's use

This instrument prepared by:

Mail

W. THOMAS SCHMITZ
ATTORNEY AT LAW
808 UNITED ARTIST TOWER
50 MUSIC SQUARE WEST
NASHVILLE, TENNESSEE 37203
(615) 320-5103

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Vernon Huffine (NAME)	Same (NAME)	M-25
P. O. Box 968 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P-93.95
Goodlettsville, TN (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Jul 24 4 21 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

E 7859 7

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $25,000 for lan

$($3,000 mobile home) W. F. Browner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF June, 1978.

W. Thomas Schmitz
Notary Public

MY COMMISSION EXPIRES: 8-13-78

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Eight Thousand and No/100---------- DOLLARS

of which $ 7,000.00 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 a promissory note of even date herewith payable to the order of the grantors hereinafter named in monthly installments of $260.37 each, including principal and interest at the rate of 8-1/2% per annum; the term of said note being for a period of 10 years from date hereof;

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,

W. F. Browner and wife, Ruby Lee Browner

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Vernon A. Huffine and wife, Elma Jean Huffine

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

See attached Exhibit A incorporated herein by reference.

JUL 24 78	CONV	25,000.00		
JUL 24 78	MORT'G	21,000.00		
JUL 24 78	S'TAX		B*	65.00
JUL 24 78	S'TAX		B*	19.00
JUL 24 78	PB FEE		B*	.50
JUL 24 78	W'DEED		B*	6.00
			*	90.50

This ~~unimproved~~ ( ) is improved (X) property, known as Rt #2 (House Number) Day Creek Rd. (Street) Goodlettsville, Tn. 37072 (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 W. Thomas Schmitz 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 $ NONE 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 16th day of June 1978.

19____.

× Vernon A Huffines × W F Browner

× Elma Jean Huffines × Ruby Lee Browner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named W. F. Browner and wife, Ruby Lee Browner,

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 16th day of June, 1978.

W. Thomas Schmitz
Notary Public.

Commission expires 8-13-78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared Vernon A. Huffine and wife, Elma Jean Huffine the bargainors, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Nashville, Tennessee this 16th day of June, 1978.

W. Thomas Schmitz
Notary Public.

Commission expires 8-13-78

EXHIBIT A

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Land in Davidson County, Tennessee, being in the 10th, formerly the 20th Civil District of said County, being derived from Tract 4 on a survey of the A. J. Parker et ux property, made by G. Barry Greer, Registered Surveyor, dated June 22, 1970, described partly according to said survey as follows:

TRACT I: Beginning at a point on the southerly side of Dry Creek Road, said point being the most northerly common corner of Tracts Four and Five on said survey; thence with the line between said Tracts 4 and 5, South 2° 55' West 1,255 feet, more or less, to a point in the northerly line of the first tract described in the deed from E. W. Parrish and wife, to Leona W. Hardy, of record in Book 2096, page 77, Register's Office for said County; thence with said Hardy's northerly line, South 85° 30' West 204.6 feet to a point; thence North 2° 32' East approximately 1,255 feet to a point on the southerly side of said Dry Creek Road; thence along the southerly side of said road, eastwardly 207.5 feet to the point of beginning, containing 6.5 acres, more or less.

Being the same property conveyed to W. F. Browner and wife, Ruby Lee Browner by deed from Charles S. Browner and wife, Parlie Browner of record in Book 4905, page 595, Register's Office for Davidson County, Tennessee

TRACT II: Beginning at a point on the southerly side of Dry Creek Road, said point being the northwesterly corner of the property conveyed to Charles S. Browner and wife, by deed of record in Book 4464, page 122, Register's Office for said County, the northeasterly corner of the property herein described; thence with said Browner, South 2° 32' West approximately 1,255 feet to a point, same being the southwesterly corner of said Browner and the southeasterly corner of the property herein described; thence South 85° 30' West 9.9 feet to a point; thence North 86° 30' West 112.2 feet to a point; thence North 71° West 82.5 feet to a point; thence North 2° 10' East 1,255 feet to a point on the southerly side of said Dry Creek Road; thence along the southerly side of said road, eastwardly 207.5 feet to the point of beginning, containing 6.5 acres, more or less.

Being the same property conveyed to W. F. Browner and wife, Ruby Lee Browner, by deed from Frank L. Walden and C. L. Porter, of record in Book 4474, page 187, Register's Office for Davidson County, Tennessee.