This instrument was prepared by:
GRISSIM AND SHORT, Attorneys
1400 American Trust Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	PARCEL NUMBERS:
Michael A. Whitmon et ux (NAME)	Same (NAME)	Map 48 Par. 69
5120 Brake Branch Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 5401 PAGE 487
Nashville Tenn 37218 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Fifty-two Thousand, Five Hundred and No/100---------- ($52,500.00) DOLLARS

of which $ 10,000.00 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 their note of even date in the sum of $42,500.00 due and payable to Grantors in monthly installments of $410.14 per month for a period of twenty (20) years; said installments to include interest at the rate of 10% per annum. Nevertheless, said note is immediately payable in full in the event the property which is secured by said note is sold or assigned without the prior written consent of the holder of the note.

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.

William C. Gifford and wife, Sue D. Gifford

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Michael A. Whitmon and wife, Margaritte Whitmon

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

(See attached sheet for description.)

This is improved ( )
unimproved ( ) property known as
(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 Hunter Short 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 amt. 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 March, 1979.

Margaritte Whitmon

William C. Gifford

Sue D. Gifford

Michael A. Whitmon

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $52,500.00

Michael A. Whitmon
Affiant

Subscribed and sworn to before me, this the 1st day of March, 1979

My commission expires Feb 4, 1980 (Affix Seal)

Theresa Mitchell
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named William C. Gifford, Sue D. Gifford, Michael A. Whitmon and Margaritte Whitmon the 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 ____ day of March, 1979.

Commission Expires Feb 4, 1980

Theresa Mitchell
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____.

_____
Notary Public

Commission Expires _____

This instrument was prepared by:

GRISSIM AND SHORT, Attorneys, 1400 American Trust Building, Nashville, Tennessee 37201

Name Address

INSTALLMENT DEED

FROM
WILLIAM C. GIFFORD and wife,
SUE D. GIFFORD

TO
MICHAEL A. WHITMON and wife,
MARGARITTE WHITMON

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1006-HESSEY 8-1-75

6602 03/05 183.50- CHECK

BOOK 5401 PAGE 489

DESCRIPTION

Land in the 13th, formerly the 23rd, Civil District of Davidson County, Tennessee, being part of Lot No. 9 on the Plan of the Subdivision of the W. J. Drake Lands, as of record in Minute Book "J", pages 396 and 397, County Court for said County, described according to a survey made by George W. Watkins, Surveyor, April 8, 1959, as follows:

BEGINNING at a stake at a walnut stump, being the southeast corner of said Lot No. 9; thence north 89° west 1164 feet to a railroad spike in the center of the intersection of Drakes Branch Road and a public road; thence north 76° west 337 feet to a fence corner; thence north 0° 45' east 20 feet, more or less, to the northerly margin of a public road; thence with the same, easterly 14 feet to a point; thence northerly 107 feet to a point; thence westerly 14 feet to a point; thence north 0° 45' east 920 feet, more or less, to a stake on a ridge; thence north 46° east 412.5 feet to a stake on a ridge; thence north 61° east 231 feet to a stake on a ridge; thence south 86° east 330 feet to a stake on a ridge; thence south 21° east 259 feet to a stake on a ridge; thence south 8° east 396 feet over a saddle to a stake on a ridge; thence with a fence line, south 5° east 544.5 feet to a stake on a ridge; thence with the same south 61° 30' east 528 feet to a stake on a ridge; thence south 7° west 82.5 feet to the beginning, containing 33.5 acres.

There is included in the above described tract but specifically excluded from this conveyance a certain tract or parcel of land containing 1.23 acres according to a survey by James Brewer of September 4, 1973, as follows:

BEGINNING at an iron pipe in the southwest corner of the Kenneth B. Jones property of record in Book 2997, page 587; thence along a road south 76° east 308 feet to an iron pipe and a 14 inch Elm; thence north 16° 10' west 121 feet; thence north 7° 10' west 131.5 feet to an iron pipe; thence south 89° 2' west 240 feet to an iron pipe; thence south 0° 45' west 36 feet; thence south 76° east 14 feet; thence south 0° 45' west 107 feet; thence north 76° west 14 feet; thence south 0° 45' west 20 feet to the point of beginning, containing 1.23 acres.

BEING the same property conveyed to William C. Gifford and wife, Sue D. Gifford, by deed from Hunter Short, Trustee, of record in Book 5382, page 198, Register's Office for said County.

F. I. 6 8. 5 9

IDENTIF. REFERENCE

MAR 5 2 44 PM '79

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5401 PAGE 490

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			52500.00-	CAMT.
			42500.00-	MAMT.
			136.50	CSTAX
			40.50	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	183.50-
			6602A03/05/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.I.68559

IDENTIF. REFERENCE

MAR 5 2 44 PM '79

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 66A191