ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Howard E. Walker, et ux (NAME)	Same (NAME)	Map 101
Rt. 2, River Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 120 & 127
Nashville, TN 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	BOOK 5466 PAGE 536

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Fifty Thousand One Hundred and 00/100 ($50,100.00) DOLLARS

of which $ 5,000.00 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 this date executed their joint promissory note payable to H. C. Duke in the amount of $45,100.00 payable in 180 monthly installments in the amount of $477.78 each. Said payments include interest at the rate of 9 3/4% per annum applied first to interest and then to principal. The first payment is due and payable on the 20th day of April, 1979, and thereafter a like amount falls due and is payable on the 20th day of each succeeding month until paid in full.

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.

Howard C. Duke and wife, Elizabeth Duke,

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

Howard E. Walker and wife, Joyce E. Walker,

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

TRACT I: Land in the 8th Civil District of Davidson County, Tennessee, described according to a survey of Perry A. Chapdelaine, dated December 21, 1977, as follows:
Beginning at an iron pin in the southerly margin of River Road, the same being the northeast corner of the Cullom property; thence S 01° 44' 55" W. 572.15 feet to an iron pin; thence N 87° 15' 00" W 106.0 feet to an iron pin; thence N 56° 17' 14" W 127.15 feet to an iron pin; thence N 01° 44' 55" E 554.15 feet to an iron pin in the southerly margin of River Road; thence with margin of River Road having a slight curve to the right S 74° 47' 47" E 219.89 feet to the point of beginning.

Being the same property conveyed to H. C. Duke and wife, Elizabeth Duke by deed from W. A. Beasley, III of record in Book 5296, page 517, Register's Office for Davidson County, Tennessee. The said H. C. Duke and Howard C. Duke being one and the same person.

TRACT II: Land lying and being in the 8th Civil District of Davidson County, Tennessee, and described as follows, to wit:

BEGINNING at a point in the present River Road and being James E. Dixon's northeast corner; thence with said Dixon's east boundary line south 3° west 603 feet to a stake with maple pointers, said Dixon's southeast corner; thence with lines of said Dixon north 86° west 106 feet to a stake; thence north 3° east 213 feet to a stake with maple pointers, Gerald D. Russell's southeast corner; thence with said Russell's south boundary line north 80° west 104.5 feet to a stake with hickory pointers and being in Ernest H. Bigg's east boundary line; thence with lines of said Bigg's south 3° west 183 feet to a stake; thence south 86° west 217 feet to a stake, said Bigg's southwest corner and being in the west boundary line of the original tract of which this is a part; thence with said line south 3° west about 256 feet to a stake in a fence with tan oak pointers and being in Luther Cullom's line; thence with lines of said Cullom's as surveyed by S. H. Hutchison in 1961; south 77° east 20.4 poles to a large red oak; north 45° east 20.70 poles to a stone with a persimmon pointer; south 88° east 6.50 poles to a black locust tree; east 13.20 poles to an ash tree in a fence Luther Cullom's and Mrs. Katherine H. Cullom's corner; thence with Mrs. Katherine H. Cullom's

lines as follows: North 79° east 10.80 poles to a cedar tree; south 70° east 14 poles to a stake with an elm and cedar pointers; south 81° east 6.60 poles to a mock orange tree; north 77° east 9.50 poles, more or less to a point in the Old River Road, stake in line on southwesterly margin of road; thence with said Old River Road north 40° west 19.20 poles to a point in the present River Road; thence with the present River Road as follows: North 62° west 26 poles; north 67° west 18 poles and north 74° west 17.8 poles to the beginning, containing 13.7 acres, more or less.

Being the same property conveyed to Howard C. Duke by deed from Mary Ann Cullom (Bolin) of record in Book 5224, page 17, Register's Office for Davidson County, Tennessee.

Elizabeth Duke joins in this conveyance for the express purpose of conveying any and all right, title and interest she has in and to the above tract of land by virtue of being married to Howard C. Duke.

In the event Howard E. Walker and wife, Joyce E. Walker, desire to sell any part of the herein described property, H. C. Duke agrees to give them a partial release for the portion they sell upon them paying on the installment deed note the amount of $6,000.00 plus $3,000.00 for each acre sold.

In the event the entire property is sold, transferred, conveyed, or the title to the property changed, the entire indebtedness may be declared due and payable at the option of H. C. Duke.

This is improved ( ) unimproved (X) property known as Rt. 2, River Road, Nashville, TN 37209
(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 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 H. E. Collins 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 $ -0- 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, representa⊙es 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 9 day of March 19 79.

Howard E. Walker — Howard C. Duke

Joyce E. Walker — Elizabeth Duke

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 50,100.00

Elizabeth Duke
Affiant

Subscribed and sworn to before me, this the 9 day of March 19 79

My commission expires August 25, 1979 (Affix Seal)

Robert B Young
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 Howard C. Duke, Elizabeth Duke, Howard E. Walker & Joyce E. Walker 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, TN this 9th day of March, 1979

Commission Expires August 25, 1979 Robert B Young 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:

H. E. Collins, Attorney, 802-51st Avenue North, Nashville, TN

Name — Address

INSTALLMENT DEED

FROM

TO

OF. 1.8865

CHECK

IDENTIF. REFERENCE

MAR 16 1 44 PM '79

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Published by

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

FORM NO 1003-MESSEY 8-1-75

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

BOOK 5406 PAGE 539

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
			50100.00- CAMT.	
			45100.00- MAMT.	
			130.26 CSTAX	
			43.10 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	179.86-
9196A	03/16/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. I. 8865

IDENTIF. REFERENCE

MAR 16 1 45 PM '79

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 1084