BOOK 5431 PAGE 755

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

James H. Stein and wife,
Charlene W. Stein

TO

Paul D. Butler and wife,
Rosemary Butler

For draftsman's use

This instrument prepared by:

John R. Cheadle, Sr.
Attorney at Law
515 Stahlman Building
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Paul D. Butler (NAME)	new owners (NAME)	Map 126
P O Box 83 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel to be
Kingston Springs, TN 37082 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	assigned

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE
MAY 7 9 58 AM '79
REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 16,000.00

James H. Stein
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF May 1979

Vicki D. Cheadle
Notary Public

MY COMMISSION EXPIRES: 1-29-80

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTEEN THOUSAND AND NO/100 ($16,000.00) DOLLARS

of which $ 2,000.00 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 promissory note of even date herewith to the grantors in the original principal amount of $14,000.00 payable in 156 monthly installments of $150.56 each. Said installments include interest at the rate of 8-3/4% per annum; the first installment is due June 1, 1979; the last payment, May 1, 1992.

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,

We, James H. Stein and wife, Charlene W. Stein

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

Paul D. Butler and wife, Rosemary Butler

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

in the 9th Civil District, formerly the 14th Civil District of Davidson
y, Tennessee, described as follows:

ence information to locate the true point of beginning of the foregoing 5.02
tract: beginning at a point on the northern edge of the pavement of Highway
the center of a culvert under the said highway, the same being the original
west corner of the James H. Stein property on the north side of Highway 70,
he southeast corner of the Wade Travis property; thence, N 76° E (measured
the northern edge of the pavement of Highway 70) 1157.0 feet to a nail in
dge of the pavement; thence, N 16° 15' W 33 feet to a point in the north
-of-way of Highway 70, this being the true point of beginning of the tract
nd hereinafter described.

e, leaving said point of beginning on a bluff, N 16° 15' W 500 feet, more or
to an iron pin on the south margin of the 50 foot wide strip of land here-
e conveyed to Jerry D. Heath, et ux, for roadway purposes; thence, along the
margin of said 50 foot tract for the following calls: N 30° E 14 feet to a
; thence, N 63° E 115 feet to a point; thence, N 80° E 141 feet to a point;
e, S 75° E 145 feet to a point; thence, S 78° E 110 feet to an iron pin;
e, leaving the south edge of the said 50 foot roadway, S 0° 3' W 440 feet,
or less, to a point in the bluff, said point being approximately 33 feet (*)

unimproved (X)
is is improved ( ) property, known as Highway 70, Route #1, Kingston Springs, TN 37082 con'
(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 John R. Cheadle, Sr. 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 $ins. 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:

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 2nd day of May 19 79.

James H. Stein

Paul D. Butler

Charlene W. Stein

Rosemary Butler

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 James H. Stein, Charlene W. Stein, Paul D. Butler and Rosemary Butler

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 2nd day of May, 19 79.

Vicki D. Atkey, Notary Public.

NOTARY PUBLIC VICKI D. ATKEY DAVIDSON COUNTY, TENN.

Commission expires 1-29-80

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Vicki D Atkey, a Notary Public of the State and County aforesaid, personally appeared James H Stein, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be owner of the said property, the within named bargainor, a corporation, and that he as such owner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as owner.

Witness my hand and seal, at office in Nashville, Tennessee this 2nd day of May, 19 79.

Vicki D Atkey, Notary Public.

NOTARY PUBLIC VICKI D. ATKEY DAVIDSON COUNTY, TENN.

Commission expires 1-29-80

continuation of legal description
Page 2
Installment Deed
James H. Stein, et ux to Paul D. Butler, et ux

(*)
north of the north edge of Highway 70 pavement; thence, S 76° W running along and with the bluff line and parallel to the north edge of the pavement of Highway 70, 331 feet to the point of beginning, containing 5.02 acres, more or less.

Being a portion of the same property conveyed to James H. Stein and wife, Charlene W. Stein, by deed from John R. Cheadle, Trustee, of record in Book 4736, page 935, Register's Office for Davidson County, Tennessee.

This conveyance is subject to covenants running with the land as set forth in Book 5393, page 899, Register's Office for Davidson County, Tennessee.

This conveyance is also subject to the following restrictions running with the land:

1. No noxious or offensive operations shall be conducted or maintained on this tract, and nothing shall be done on the tract which may constitute any annoyance or nuisance to other property owners in the vicinity.

2. No trailer, basement, tent, shack, or other out-building shall be erected on this tract for use as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence. The owner may erect a small barn of the type used as shelter for a pony or a calf.

3. Before a dwelling on this tract may be occupied, all of the outside construction must be completed.

4. This tract shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers. Garbage containers must be kept at all times within a utility yard.

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

BOOK 5431 PAGE 758

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
			1600.00-	CO
			1400.00-	MO
			41.60	CO TX
			12.00	MO TX
			.50	PRFEE
			6.00	WDELD
			CHECK	60.10-
			0935A05/07/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.27.953

IDENTIFICATION

MAY 7 9 58 AM '79

No. 682136