INSTALLMENT DEED

For and in Consideration of the sum of Twenty Two Thousand Five Hundred--
($22,500.00)----------Dollars,
of which Two Hundred Fifty ($250.00)----------Dollars,
has been paid in cash by Fred Morris Whitley and wife, Juanita C. Whitley,
the receipt of which is hereby acknowledged, and for the remainder Twenty Two Thousand and
Two Hundred Fifty ($22,250.00)----------Dollars,
the said Fred Morris and wife, Juanita C. Whitley, have executed and delivered their one certain joint promissory note of even date herewith payable to the order of Louise Jones Resha, in the following manner: On October 10, 1979, the principal sum of Six Thousand Five Hundred Dollars ($6,500.00) for which amount we have delivered on this date a certain postdated check payable to Louise Jones Resha. For the full amount of the note, and prior to the payment of said check, we do hereby agree to pay, commencing on the 1st day of each month hereafter the sum of Two Hundred Fifty Dollars ($250.00) per month which installments will be first credited to the accrued interest from date on the unpaid principal balance of said note at the rate of Eight (8%) per annum, and the remainder credited to principal. Said monthly installments will continue for a period of Twelve (12) months; and, thereafter, beginning after the 12th month, and on the 1st day of each month thereafter, said monthly installments will increase to Five Hundred ($500.00) Dollars per month and continue thereafter and be payable thereafter monthly on the 1st day of each consecutive month until the entire principal owing on said note, together with accrued interest from date at the rate of Eight (8%) per cent per annum, is fully paid. The said installments will first be applied to pay the accrued interest, monthly, on the unpaid principal balance of said note and the remainder credited to principal. Said note bears interest from date at the rate of Eight per cent (8%) per annum. Interest will be paid monthly on the principal balance of said note, without credit for the amount of said check, but after said check is paid the principal balance will be reduced by the amount of said check payment and, thereafter, the remaining principal balance, from month to month, will bear interest from date, payable monthly, first, out of said monthly installments,

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all of said notes bearing Eight per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, I, Louise Jones Resha, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said Fred Morris Whitley and wife, Juanita C. Whitley, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land in the 14th Civil District of Davidson County, Tennessee, described according to a survey prepared by Z. J. Wilkinson, Surveyor, on June 23, 1954, as follows: BEGINNING at a point in the sourhwesterly margin of Highway 112 at the mouth of a culvert crossing under said Highway, said point being the northerly corner of the property conveyed to Howard Moore and wife, by deed from Phillip A. Graves, et al, of record in Book 1142, page 292 Register's Office for said County; thence with the margin of said highway South 38° east 255 feet to an iron pin; thence south 53° 10' West 333 feet to the center of Dry Fork Road; thence with the center line of Dry Fork Road, North 44° 30' west 202 feet to a point; thence north 44°30' east 360 feet to the point of beginning.

BEING the same property conveyed to Louise Jones Resha, by deed from Richard Marshall, Substitute Trustee, of record in Book 5182, page 882, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, know as 5029 Clarksville Highway, Whites Creek, Tenn 37189
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Fred Morris Whitley and wife, Juanita C. Whitley, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered., except by pro-rata taxes, assumed by Grantees, and the applicable zoning restrictions. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Fred Morris Whitley and wife, Juanita C. Whitley, 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 Fred Morris Whitley and wife, Juanita C Whitley,

do hereby transfer and convey unto Glen T. Jones, 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 Fred Morirs Whitley, and wife, Juanita C. Whitley,

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 $_____ 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 interst 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 Fred Morris Whitley and wife, Juanita C. Whitley 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 trust 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 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 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 Fred Morris Whitley and wife, Juanita C. Whitley their 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 Glen T. Jones, Trustee, shall be vested in said successor.

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 Louise Jones Resha and Fred Morris Whitley and wife, Juanita C. Whitley hereunto set our hands at Nashville, Tennessee, this the 1st day of June 19 79

Louise Jones Resha

Fred Morris Whitley

Juanita C. Whitley

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jessie W. Hargis, a Notary Public in and for said County and State, the within named Louise Jones Resha and Fred Morris Whitley and wife, Juanita C. Whitley,

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 1st day of June, 19 79

Jessie W. Hargis, Notary Public.
For State of Tennessee at Large.

Commission Expires July 1, 1979.

JESSIE W. HARGIS NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

F 37138

IDENTIF. REFERENCE

Jun 23 8 43 AM '79

FEE $ REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
LOUISE JONES RESHA

TO
FRED MORRIS RESHA, et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

WHITLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred Morris Whitley, et ux (NAME)	SAME (NAME)	Map No. 39
5029 Clarksville Hwy. (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	Parcel No. 69
Whites Creek, Tn. 37189 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
RICHARD MARSHALL, Attorney
513 Nashville Bank & Trust Bldg.
Nashville, Tenn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$22,500.00 [signature] Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF June 1979

[signature] Notary Public for State of Tenn.

MY COMMISSION EXPIRES: July 1, 1979

(AFFIX SEAL)

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

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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
			22500.00- CO	
			22250.00- MO	
			56.50 CO TX	
			20.20 MO TX	
			.50 PRFEE	
			10.00 WDEED	
			CHECK 89.20-	
			2695A06/28/79 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 3 7 1 3 8

IDENTIF. REFERENCE

Jun 28 8 43 AM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 693532