This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
CHARLES MINCHEY ET UX
HELEN L. MINCHEY
TO
STEVEN M. MINTON ET UX
ELAINE MINTON

For draftsman's use

This instrument prepared by:
William D. Castleman, Attorney
807 American Trust Building
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
STEVEN M. MINTON ET UX (NAME)	SAME (NAME)	53-8
Route 2 Box 435 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 38, 39 & 40
Goodlettsville, TN 37072 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE
JUL 25 10 33 AM '79
FELIX A. NELSON REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 41,000.00 Steven M. Minton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF July 19 79.

Notary Public

MY COMMISSION EXPIRES: 8-14-82
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FORTY-ONE THOUSAND AND 00/100---------- ($41,000.00)---------- DOLLARS

of which $ 11,900.00 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 one note of even date herewith in the principal sum of TWENTY-NINE THOUSAND, ONE HUNDRED AND 00/100---- ($29,100.00) DOLLARS. Said note is payable to the order of Charles Minchey, and is payable in 120 equal monthly installments of FOUR HUNDRED FOUR AND 99/100 ($404.99) DOLLARS. The first installment being due on the 20th day of August, 1979, and the final installment being due on the 20th day of July, 1989. Said installments include interest at the rate of Eleven Per Cent (11%) per annum which shall be applied first to the payment of interest and the remainder to the principal, with no prepayment penalty.

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.

I, CHARLES MINCHEY et ux Helen L. Minchey

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

STEVEN M. MINTON et ux ELAINE MINTON

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Four tracts or parcels of land in Davidson County, Tennessee, described as follows:

TRACT NO. 1. BEING part of Lot No. 5, Block 7, Dabbs & Elliott Subdivision, Old Hickory, Tennessee, as shown on a plan of record in Book 547, page 97, Register's Office for said County.

SAID part of Lot No. 5 fronts 50 feet on the southerly side of Elliott Avenue and runs back between parallel lines, 60 feet to a dead line and measures 50 feet thereon.

TRACT NO. 2. BEING the westerly 25 feet of the northerly 60.4 feet of Lot No. 6, Block 2, Dabbs & Elliott Subdivision, Old Hickory, Tennessee, as of record in Book 547, page 97, Register's Office for said County.

SAID part of said Lot fronts 25 feet on the southerly side of Elliott Street and extends back between parallel lines and along the line between lots 5 and 6, 60.4 feet to a dead line on which it measures 25 feet.

TRACT NO. 3. BEING the easterly 60 feet of Lot No. 4, Block 2, of the Dabbs & Elliott Subdivision, as shown on a map recorded in Book 546, page 97, Register's Office for said County.

SAID part of said lot fronts 44 feet on the west side of Elliott Avenue and runs ****CONT.

unimproved ( )
is improved ( ) 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 covenant that we are lawfully seised 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 William D. Castleman **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 $** 41,000.00 **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 20th day of July 19 79.

Charles H. Minchey — Steven M Minton

Helen L Minchey — Elaine Minton

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 Charles Minchey and wife Helen Minchey and Steven M. Minton and wife Elaine Minton 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 Tennessee, this 20th day of JULY, 19 79

Jerry W Green, Notary Public.

Commission expires 8-14-82.

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 .

******DESCRIPTION CONTINUED

back betwen parallel lines 60 feet to a dead line in the rear.

TRACT NO. 4. LAND in Davidson County, Tennessee, being a part of Lot No. 6, Block 2, Dabbs & Elliott Subdivision and more particularly described, to-wit:

BEGINNING at the point of intersection of 24th Street and Elliott Street being the northeast corner of this tract, also the northeast corner of a building lying on this tract; thence south 40° 45' west 60.4 feet; thence north 49° 14' west 25.38 feet (this line being the north space of a building owned by Cain; thence north 40° 45' east 60.4 feet with the east line of Lyell's Property to a point in the right of way line of Elliott Street being .38 feet northwest of a corner of a building sitting on herein described property; thence south 49° 14' east 25.38 feet to the point of beginning, and being a part of the Dabbs and Elliott Subdivision as of record in Plat Book 547, page 97, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Charles Minchey, by deed from Bill Lewis Crusenberry and wife, Peggy G. Crusenberry of record in Book 5257, page 439, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

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

BOOK 5470 PAGE 903

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
			41000.00- CO	
			29100.00- MO	
			106.60 CO TX	
			27.10 MO TX	
			.50 PRFEE	
			9.00 TDESD	
	VD		9.00- TDE.S	
			9.00 WDE.D	
				143.20-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK
8936A07725779 BAL .00

F. 42065

IDENTIF. REFERENCE

JUL 25 10 33 AM '79

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 699597