ACKNOWLEDGMENT

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Albert S. Burnette, Jr. (NAME)	Same (NAME)	Map 11
396 Davis Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	to be assigned No.
Brentwood, TN 37027 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

7145 11-21 57.70- CHECK

Re-Record

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INSTALLMENT DEED

BOOK 5533 PAGE 805

FOR AND IN CONSIDERATION OF the sum of Fifteen Thousand and No/100---------- ($15,000.00)---------- DOLLARS

of which $ 3,750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for ~~the remainder of the consideration~~ the remaining Eleven Thousand Two Hundred Fifty and No/100 ($11,250.00) Dollars, Albert S. Burnette, Jr. has executed his Installment Deed Note payable in 20 equal quarterly installments of principal, plus 10-1/2% interest on the unpaid balance outstanding, said interest being payable with each quarterly installment of principal, with the first payment being due and payable on or before February 19, 1980, and quarterly thereafter 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.

Alma G. Wilson, a widow,

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

Albert S. Burnette, Jr., an unmarried person,

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

See Exhibit "A" attached hereto and incorporated herein by reference for legal description.

This is improved ( )
unimproved (X) property known as Baker Road
(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 Frank C. Ingraham 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 $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 expresaly 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:

1767 12/13 9.00 CHECK

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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 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 19th day of November, 19 79.

Alma G. Wilson — Albert S Bennette Jr.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 15,000.00

Albert S Bennette Jr.
Affiant

Subscribed and sworn to before me, this the 19th day of November 19 79

My commission expires 9/1/80 (Affix Seal)

Betty P. Redmond
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 Alma G. Wilson, a widow, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 19th day of November 19 79

Commission Expires 9/1/80

Betty P. Redmond
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 Albert S. Bennette, Jr. the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 19th day of November, 1979.

Betty P. Redmond
Notary Public
My commission expires 9/1/80.

This instrument was prepared by:

Frank C. Ingraham, Esq. mail
INGRAHAM, YOUNG & CORBETT; 2114 Parkway Towers; Nashville, TN 37219
Name Address

INSTALLMENT DEED

FROM Alma G. Wilson

TO Albert S Bennette, Jr.

F 64490

IDENTIF. REFERENCE

Nov 21 1 18 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Rerecord

F 68036

IDENTIF. REFERENCE

Dec 13 3 59 PM '79

FELIX Z. WILSON II 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 1005-HESSEY 8-1-75

Re-Recorded

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TRACT 6: A tract of land in the 2nd Cicil District of Davidson County, Tennessee, shown on the plat of Will J. Wilson Property by Ragan-Smith and Associates, Inc., dated October 11, 1979, and revised October 29, 1979, and being more fully described as follows:

Beginning at an iron pin on the westerly margin of Baker Road that is 972.54 ft., as measured along said margin, from the common line of L. C. Crawford, et ux, and Tract No. 1, formerly Will J. Wilson Property; thence with the line between Tract Nos. 6 and 5, S 61° 10' 15" W a distance of 1933.36 ft. to an iron pin in the boundary of said tracts; thence S 58° 20' 52" W a distance of 1326.39 ft. to another common corner of said tracts; thence S 28° 49' 45" E a distance of 245.0 ft. to a common corner of Tract Nos. 6 and 5 on the northerly line of Tract No. 3; thence with the line between Tract Nos. 6 and 3, S 61° 10' 15" W a distance of 918.12 ft. to a point on Wilson's original southerly line; thence S 89° 56' 48" W a distance of 598.47 ft. to an iron pin set at a fence corner; thence N 4° 39' 05" E a distance of 277.28 ft. to the common westerly corner of Tract Nos. 6 and 7; thence with the line between Tract Nos. 6 and 7, N 62° 32' 31" E a distance of 2467.61 ft. to an iron pin at the southwesterly corner of a tract conveyed to Billy Jack Hackett by deed recorded in Book 5446, Page 445, R.O.D.C., Tenn.; thence with the line between Tract No. 6 and Hackett, N 61° 10' 15" E a distance of 2035.13 ft. to an iron pin on the westerly margin of Baker Road; thence with said margin, S 46° 47' 20" E a distance of 41.08 ft. to an iron pin; thence S 45° 28' 44" E a distance of 115.77 ft. to the point of beginning and containing 27.1 acres, more or less, according to survey of Ragan-Smith and Associates, Inc. dated 10/11/79 and revised 10/29/79.

Being a portion of the property conveyed to Will J. Wilson and wife, Alma G. Wilson, by deed from W. B. Apple, et ux, and Elmer I. Kent, et ux, of record in Book 1629, Page 295, Register's Office, Davidson County, Tennessee. The said Will J. Wilson having died on July 17, 1974, and the said property having passed to Alma G. Wilson as the surviving tenant by the entirety.

This conveyance is made subject to the following restrictions which run with the land:

1. No junk cars or used building materials will be stored on the property.
2. No commercial poultry to be raised on the property.
3. No commercial raising of swine. Swine raised for personal use is to be kept at least 1,500 ft. back from Baker Road.
4. Any mobile home, if permitted by Metro Government, must be set back at least 1,000 ft. from Baker Rd.
5. This tract is subject to a T.V.A. Transmission Easement across the back of the tract said easement being of record in Book 3249, Page 627, R.O.D.C., Tenn.