INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Eight Thousand and No/100 ($108,000.00)---------- Dollars, of which Twenty-five Thousand ($25,000.00)---------- Dollars, has been paid in cash by Thomas C. Whitfield, Jr., and wife, Jennifer B. Whitfield, hereinafter sometimes called "Grantees," the receipt of which is hereby acknowledged, and for the remainder Eighty-three Thousand ($83,000.00)---------- Dollars, the said Grantees ha ve executed their promissory note in the principal amount of Eighty-three Thousand ($83,000.00) Dollars, payable in 240 equal monthly installments of Eight Hundred and 98/100 Dollars ($800.98), including principal and interest at the rate of ten percent (10%) per annum,

~~xlxofxsaidxnotexkoxingxinxpaxcentxinterestxkxxxkto~~ 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, Margaret Ann Hutton and Mary Elizabeth Pitts, hereinafter sometimes called "Grantors," have this day bargained and sold, and do hereby transfer and convey unto the said Grentees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 33 on the Map of the Second Addition to Gateway Acres, of record in Book 1424, page 83, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the easterly margin of Lealand, formerly Glendale, Lane at the common corner of Lot Nos. 33 and 34; thence with the line between said two lots, eastwardly 560.4 feet to the westerly margin of Kirkman Lane; thence with the westerly margin of said Lane, southwardly 180.3 feet to the beginning of a curve; thence around said curve in a southwesterly direction 32.77 feet to the northerly margin of Grassland Lane; thence with the northerly margin of said Lane, westwardly 517.6 feet to the beginning of a curve; thence around said curve in a northwesterly direction 29.70 feet to the easterly margin of Lealand Lane; thence with the easterly margin of said Lane, northwardly 181.7 feet to the point of beginning.

Being the same property vested in Margaret Ann Hutton and Mary E. Pitts under the will of Mary L. Pomeroy, of record in Will Book 124, page 467, Probate Court Clerk's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 4710 (House Number) Lealand Lane (Street), Nashville (P. O. Address:) (City or Town), TN 37204 (Zip Code)

To Have and to Hold 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 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, do hereby transfer and convey unto F. Clay Bailey, Jr., 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 $ full insurable 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 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 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 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 Grantees, 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 F. Clay Bailey, Jr., 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 Grantors and Grantees hereunto set our hands at Nashville, Tennessee, this the 2d day of January 1980

Margaret Ann Hutton

Margaret Ann Hutton

Mary Elizabeth Pitts

Mary Elizabeth Pitts

Thomas C. Whitfield, Jr.

Thomas C. Whitfield, Jr.

Jennifer B. Whitfield

Jennifer B. Whitfield

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Margaret Ann Hutton and Mary Elizabeth Pitts

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 4th day of January, 1980

Commission Expires 1-5-81

[illegible], Notary Public.

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Thomas C. Whitfield, Jr., and wife, Jennifer B. Whitfield

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 4th day of January, 1980

Commission Expires 1-5-81

[illegible], Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5552 PAGE 134

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 7 1 1 2 4

IDENTIF. REFERENCE

JAN 7 12 18 PM '80

FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

Margaret Ann Hutton and

Mary Elizabeth Pitts

TO

Thomas C. Whitfield, Jr.,

et ux

Felix E. ...

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.

FOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas C. Whitfield, Jr. et ux	same	132-13
(NAME)	(NAME)	
4710 Lealand Lane		27
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37204		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

DEARBORN & ... 37201
SUITE 1300, ... PLACE
NASHVILLE, TENNESSEE ...

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 108,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE ... DAY OF ... 19...

Notary Public

MY COMMISSION EXPIRES: ...

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5552 PAGE 135

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

108000.00- CO
83000.00- MO
200.80 CO TX
81.00 MO TX
.50 PRFEE
12.00 WDEED
CHECK 374.30-
5784A01/07/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 7 1 1 2 4

IDENTIF. REFERENCE

JAN 7 12 18 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 735359