THIS INSTRUMENT WAS PREPARED BY:
Caesar E. Urrutia. Attorney
Stahlman Building
Nashville, Tennessee 37201

Installment Deed

BOOK 5568 PAGE 593

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. Robert W. Parkhurst, et ux	Same	43-15
(NAME): 606 Stahlman Building	(NAME):	123 thru 127
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tennessee 37201	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($15,000.00)
Fifteen thousand and No/100---------- *Dollars,*
of which ($1,000.00)
One thousand and No/100---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder ($14,000.00)
Fourteen thousand and No/100---------- *Dollars,*

We, Robert W. Parkhurst and wife, Sandra H. Parkhurst *have executed*
one promissory note of even date herewith in the principal amount of $14,000.00 with interest at the rate of 10% per annum payable to M. H. Webb on or before December 1, 1980.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,
We, M. H. Webb and wife, Ida Nell Webb
have this day bargained and sold, and do hereby transfer and convey unto the said
Robert W. Parkhurst and wife, Sandra H. Parkhurst
their *(successors), heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

TRACT No. 1: Land in Davidson County, Tennessee, being Lot Nos. 7 and 8, on the Plan of Reed and Jenkins Subdivision of the Booker Marshall Land, as of record in Book 843, page 73, Register's Office for said County.

Lot No. 7: Beginning at an iron pin on the east by the Madison Road, now Larkin Springs Road, and extends fifty (50) feet in a northerly direction to an iron pin; thence west 229 feet to an iron pin; thence southwesterly 50 feet to an iron pin; thence East 229 feet to the beginning.

Lot No. 8: Beginning at an iron pin on the east by the Madison Road, now Larkin Springs Road, and extends 50 feet in a northerly direction to an iron pin; thence west 229 feet to an iron pin; thence southwesterly 50 feet to an iron pin; thence East 229 feet to the beginning.

The said lots are fifty feet by two hundred fifty-nine feet respectively as heretofore described. Natural boundaries of said parcels of land are included in abstract to this property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 15,000.00
Subscribed and sworn to before me, this the 18th day of February 19 80
Robert W. Parkhurst
Affiant
My commission expires: ~~4-11-83~~ 1-31-81 (Affix Seal)
James R. Carney
Notary Public

A right of egress and ingress is also conveyed and granted to grantees herein over the lands of Booker Marshall and the right of egress and ingress without which this deed would not have been accepted by C. H. Ligon, Alex Bobo, S. L. Jenkins and Arthur Reid from their grantors, Booker Marshall and wife, Almeda Marshall when the said purchase was made.

TRACT NO. 2: Land in Davidson County, Tennessee, being Lot No. 9, on the Plan of Reed and Jenkins Subdivision of the Booker Marshall Land, as of record in Book 843, page 73, Register's Office for said County, and situated on the westerly side of Larkin Springs Road, and more particularly described as follows:

Beginning at a point in the east margin of said Lot No. 9 at an iron pin and extending 50 feet northeasterly and along the westerly margin of the Larkin Springs Road to an iron pin; thence running in a westerly direction 229 feet to an iron pin; thence running southerly 50 feet to an iron pin; thence running easterly 229 feet to the beginning.

TRACT NO. 3: Land in Davidson County, Tennessee, being Lot No. 10 and an unnumbered lot described as Lot No. 11, on the Plan of Reed and Jenkins Subdivision of the Booker Marshall Land, as of record in Book 843, page 73, Register's Office for said County.

Lot No. 10: Beginning at an iron peg on the southeast and extends northerly 50 feet to an iron peg facing the Madison Rural Sanitarium Road, now Larkin Springs Road; thence westwardly 229 feet to an iron peg; thence southerly 50 feet; thence in an easterly direction 229 feet to the beginning, said Lot No. 10 being 50 feet wide on both its front and back and is 229 feet in length on both sides.

Lot No. 11: Said unnumbered Lot No. 11 lies South of Lot 10, and begins at an iron peg on the south and extends northerly 41 feet along the Madison Rural Sanitarium Road, now Larkin Springs Road, to an iron peg; and thence westerly 229 feet to an iron peg; thence southwesterly 20½ feet; thence easterly approximately 232 feet long, the South boundary of Booker Marshall Land to an iron peg.

Being the same property conveyed to M. H. Webb, by deed from Gilbert Bullington and Kenneth Bullington, of record in Book 4853, page 40, Register's Office for Davidson County, Tennessee.

This is unimproved (XX) improved ( ) property, known as Lots 7, 8, 9, 10 and 11 Larkin Springs Road, Madison
(House Number) (Street) P. O. Address? (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert W. Parkhurst and wife, Sandra H. Parkhurst their *(successors), 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* Robert W. Parkhurst and wife, Sandra H. Parkhurst, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Robert W. Parkhurst and wife, Sandra H. Parkhurst *hereinafter referred to as trustors, hereby transfer and convey unto* Joe B. Webb, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ indebtedness *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 18th *day of* February, *19*80

M. H. Webb

Ida Nell Webb

Robert W. Parkerson

Linda H. Parkerson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James A. Carney ~~M. H. Webb~~, *a Notary Public in and for said County and State,* M. H. Webb and wife, Ida Nell Webb

the within named 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, this* 18th *day of* February, *19*80

James A. Carney
Notary Public

Commission expires ~~6-17-83~~ 1-31-81

JAMES A. CARNEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, James A. Carney, *a Notary Public in and for said County and State,* Robert W. Parkhurst and wife, Sandra H. Parkhurst *the within named 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* 18th *day of* February, *19* 80.

Commission expires 1-31-81 James A Carney *Notary Public*

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 .....

3651 02/22 63.50- CHECK

INSTALLMENT DEED

FROM
M. H. Weib, et ux

TO
Robert W. Parkhurst, et ux

F 7737-6

IDENTIF. REFERENCE

FEB 22 8 30 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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

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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
			15000.00-	CO
			14000.00-	MO
			39.00	CO TX
			12.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	63.50-
			3851 A02/22/80	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 77376

IDENTIF. REFERENCE

FEB 22 8 30 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 743117