4281 02/25 107.48- CHECK

File Bal of BOOK 5569 PAGE 545

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Willard Mahlon West, Jr., M.D.

& wife, Michael Lee West

TO

Billy H. Whitfield and wife

For draftsman's use

Prepared by
Foley & Tuggle, Atty
Fed Fed Body

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Billy H. Whitfield and wife (NAME)	First Tennessee Bank (NAME)	Map 162-6
202 Ocala Drive (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box 474 (STREET ADDRESS)	Par 176
Nashville, TN. 37211 (CITY) (STATE) (P. O. ZIP)	Memphis, TN. 38101 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

F 7 7 7 0 7

IDENTIF. REFERENCE

FEB 25 10 56 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 36,845.84 Billy H. Whitfield
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF February, 1980.

Notary Public

MY COMMISSION EXPIRES: 4/7/80

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-Six Thousand Eight Hundred Forty-Five and 84/100 ($36,845.84) DOLLARS

of which $ -0- 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 assumed a first mortgage held by First Tennessee Bank, N.A. with a balance of approximately $29,545.84 and of record in Book 5267, Page 133, Register's Office for Davidson County, TEnnessee and for the remainder the Grantees have executed their joint Promissory Note of even date herewith payable to the order of the Grantor herein, in the original principal amount of $7,300.00 in monthly installments of $78.78 each including principal and interest at the rate of 10% per annum, beginning February 15, 1980, the entire principal balance being due and payable on or before January 15, 1985.

(Reference is hereby made to said Note for complete terms & conditions)

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 expresaly retained on the land herein conveyed,

We, Willard Mahlon West, Jr. and wife

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

Billy H. Whitfield and wife, Dani Lynn Whitfield

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

LAND in Davidson County, Tennessee, being Lot No. 141 on the Plan of Fair Oaks, Section 2 as of record in Book 4460, Page 52, Register's Office for said County.

SAID Lot No. 141 fronts 76 feet on the northerly margin of Ocala Drive and extends back 131.6 feet on the easterly and westerly lines, to a line in the rear measuring 76 feet thereon.

BEING the same property conveyed to Willard Mahlon West, Jr. , unmarried, by deed from Billy H. Whitfield and wife, Dani B. Whitfield, dated March 23, 1978, of record in Book 5267, Page 131, Register's Office for said County.

This conveyeance is subject to restrictive covenants of record in Book 4556, Page 718, said Register's Office; easements and setback lines as set forth in the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantees herein.

Michael Lee West, wife of the above named Willard Mahlon West, Jr., M.D. join in this conveyance for the purpose of releasing any and all rights she may have in and to the above described property, especiall yher marital rights.

This is unimproved ( ) improved (X) property, known as 202 Ocala Drive, Nashville, Tennessee 37211
(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 J.J. Foley, 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 $ ins. 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 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 23rd day of January 1980

Billy H. Whitfield
Billy H. Whitfield

Willard Mahlon West
Willard Mahlon West, Jr.

Dani Lynn Whitfield
Dani Lynn Whitfield

Michael Lee West
Michael Lee West

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 Billy H. Whitfield, and wife, DAni Lynn Whitfield

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, Davidson County, Tennessee, this 25th day of January, 1980.

Notary Public.

Commission expires October 15, 1983

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 Willard Mahlon West, Jr., M.D. and wife, Michael Lee West

the bargainor, 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 Kingsport, Tennessee Sullivan County, Tennessee, this 23 day of January, 1980.

Joyce Dunhoff
Notary Public.

Commission expires 4.22.80

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5569 PAGE 547

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
			36845.84- MO	
	VD		36845.84 MO	
			36845.84- CO	
			7300.00- MO	
			55.68 CO TX	
			5.30 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 107.48-	
			CASH .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 77707

IDENTIF. REFERENCE

FEB 25 10 56 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 743538