THIS DEED IS RE-RECORDED TO CORRECT A CALL IN THE LEGAL DESCRIPTION WHICH WAS REVISED 11/14/79 BY THE SURVEYOR.

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Dan T. Nichols (NAME)	Same (NAME)	7Xap 11
317 Nawakwa Trail (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Re-assigned lot
Madison, TN 37115 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Re-Recorded

INSTALLMENT DEED

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FOR AND IN CONSIDERATION OF the sum of Twenty Thousand and No/100---------- ----------($20,000.00)---------- DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder ~~the said grantees~~ the remaining Fifteen Thousand and No/100 ($15,000.00) Dollars Dan T. Nichols 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 16, 1978, 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

Dan T. Nichols, 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.

RECEIVED
JUN 23 3 52 PM '80
FEE $ 1.50
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

RECORDED
F. J. 4696

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 convenant 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 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:

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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 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 16th day of November, 19 79.

Alma G Wilson Dan T Nichols

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 20,000.00

Dan T Nichols
Affiant

Subscribed and sworn to before me, this the 16th day of November 1979

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 16th 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 Dan T. Nichols 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 16th day of November, 1979.

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

This instrument was prepared by:

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

F 64491

IDENTIFICATION REFERENCE

Nov 21 1 19 PM '79

REGISTER
DAVIDSON COUNTY, TENN

FROM Alma G. Wilson
TO Dan T. Nichols

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
311 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2200

FORM NO. 1005 HESSEY 8-1-75

Re-recorded
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TRACT NO. 2: A tract of land in the 2nd Civil 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 198.03 ft. northwesterly, 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 Tracts 2 and 1, S 61° 10' 15" W a distance of 460.45 ft. to an iron pin in the boundary line of Tracts 2 and 1; thence S 57° 00' 36" W a distance of 2113.54 ft. to a common corner of Tracts 2 and 1; thence S 29° 25' 28" E a distance of 390.0 ft. to an existing iron pin by a fence corner; thence with the original southerly line of Wilson, S 80° 46' 03" W a distance of 206.25 ft. to an existing iron pin by a fence corner; thence S 80° 21' 28" W a distance of 333.14 ft. to an iron pin set at a fence corner; thence N 44° 06' 01" W a distance of 229.40 ft. to a point; thence S 89° 56' 48" W a distance of 425.0 ft. to the common westerly corner of Tracts 2 and 3; thence with the line between Tracts 2 and 3, N 59° 12' 54" E a distnace of 3047.57 ft. to an iron pin in the boundary line of Tracts 2 and 3; thence N 61° 10' 15" E a distnace of 522.74' to an iron pin on the westerly margin of Baker Road; thence with said margin, S 8° 10' 23" E a distance of 176.58' to the point of beginning and containing 19.5 acres, more or less, according to survey of Ragan-Smith and Associates, Inc., dated 10/11/79 and revised 10/29/79 and 11/14/79.

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 Road.