INSTALLMENT DEED

For and in Consideration of the sum of Seventy Nine Thousand Five Hundred and No/100 ----------($79,500.00)---------- Dollars, of which Ten Thousand and No/100----------($10,000.00)---------- Dollars, has been paid in cash by Wood A. Newton and wife, Gloria C. Newton the receipt of which is hereby acknowledged, and for the remainder Sixty Nine Thousand Five Hundred----------($69,500.00)---------- Dollars, the said Wood A. Newton and wife, Gloria C. Newton have executed two promissory notes, as follows:

Note #1, in the principal sum of Five Thousand ($5,000.00) dollars, payable May 1, 1981 plus interest at the rate of Twelve (12%) percent per annum.

Note #2, in the principal sum of Sixty Four Thousand Five Hundred ($64,500) dollars, payable in 360 monthly installments of Six Hundred Sixty Three and 82/100-----($663.82) dollars each, which include principal and interest at the rate of Twelve (12%) percent. Said installments commence the first day of January, 1981, and become due and payable on the first day of each succeeding month thereafter until the entire indebtedness, both principal and interest is paid in full. Privilege is reserved to anticipate one or more monthly payments, or pay the entire balance at any scheduled payment date without penalty. Payments made after the 10th day of each month shall include a late charge of five (5%) percent of each delinquent installment.

all of said notes bearing 12 per cent interest from date, 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, I, Anna Brown Wyatt

have this day bargained and sold, and do hereby transfer and convey unto the said Wood A. Newton and wife, Gloria C. Newton, their---------- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 39,40 and 41 of Block 3, on the Map of Courts of Belle Meade, as of record in Book 547, page 141, Register's Office for Davidson County, Tennessee.

Said Lots adjoin and front together 90 feet on the westerly side of La Salle Court, formerly La Fayette Court, and run back between parallel lines 145 feet to a dead line.

Being the same real property conveyed to Anna Brown Wyatt by deed from Robert D. Darden, et ux, of record in Book 3863, page 594, Register's Office for Davidson County, Tennessee

THIS CONVEYANCE IS SUBJECT TO A PRIMARY INDEBTEDNESS OF RECORD IN BOOK 3244, PAGE 511, PAYABLE TO ALBERT WM. JOHNSON, TRUSTEE. IT IS THE INTENT OF THE PARTIES HERETO THAT NOTE #1 and NOTE # 2 HERETOABOVE SHALL WRAP AROUND THE PRIMARY INDEBTEDNESS, AND THE SELLER SHALL CONTINUE TO AMORTIZE SAID PRIMARY INDEBTEDNESS AS SCHEDULED UNTIL THE ENTIRE BALANCE IS PAID IN FULL. THE SELLER, HER HEIRS AND/OR ASSIGNS SHALL RENDER A WRITTEN ACCOUNTING AS TO THE STATUS OF THE PRIMARY INDEBTEDNESS AT THE REQUEST OF THE BUYERS HEREIN.
THE BUYER RESERVES THE OPTION TO PAY ANY DELINQUENT INSTALLMENTS OF THE PRIMARY INDEBTEDNESS AND TO CREDIT SUCH EXPENDITURE TO EITHER NOTE # 1 OR NOTE #2 ABOVE, PLUS INTEREST AT THE RATE OF TWELVE (12%) PERCENT PER ANNUM. FURTHER IDENTIFICATION OF THE SUBJECT INDEBTEDNESS IS LOAN # 10209-008, Dobson-Johnson Company, Nashville, Tn.

104 [illegible], Nashville, Tennessee 37205

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Wood A. Newton and wife, Gloria C. Newton, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as stated herein.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Wood A. Newton and wife, Gloria C. Newton 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 Wood A. Newton and wife, Gloria C. Newton

do hereby transfer and convey unto Calvin A. Buchman, 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 Wood A. Newton and wife, Gloria C. Newton

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 $ 79,500.00 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 Wood A. Newton and wife, Gloria C. Newton 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 by rounder, 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 the property herein described.

4th. The balance, if any, will be paid to Wood A. Newton and wife, Gloria C. Newton, their successors 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 Calvin A. Buchman, 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 Anna Brown Wyatt and Wood A. Newton and wife, Gloria C. Newton hereunto set our hands at Nashville, Tennessee, this the 24th day of November 1980

Sparkman H. Wyatt, husband of Anna Brown Wyatt joins in this conveyance to transfer all rights, title and interest arising from the marital relationship.

Anna Brown Wyatt

Wood A. Newton

Gloria C. Newton

STATE OF TENNESSEE
Davidson County

Personally appeared before me, C.A. Buchman, a Notary Public in and for said County and State, the within named Wood A. Newton and wife, Gloria C. Newton

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 Tennessee, this 24th day of November, 1980

NOTARY PUBLIC
Commission Expires 7-21-84

C.A. Buchman, Notary Public.

STATE OF GEORGIA
DEKALB County.

Personally appeared before me, FAYE H. WHITWORTH, a Notary Public in and for said County and State, the within named Anna Brown Wyatt and husband, SPARKMAN H. WYATT

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 Decatur, GA. DEKALB County this 24th day of November, 1980

Faye H. Whitworth, Notary Public

My Commission Expires 7-21-84

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5684 PAGE 477

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 .

Commission expires , Notary Public.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
ANNA BROWN WYATT

TO
WOOD A .NEWTON, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

G 1.9657

RUSH

IDENTIF. REFERENCE

DEC 1 3 02 PM '60

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:
Wood A. Newton, et ux
(NAME)
134 LaFayette Court
(STREET ADDRESS OR ROUTE NUMBER)
Nashville, Tn. 37205
(CITY) (STATE) (P. O. ZIP)

SEND TAX BILLS TO:
SAME
(NAME)
(STREET ADDRESS)
(CITY) (STATE) (ZIP)

MAP-PARCEL NUMBERS
7D-29125
Map 130-2
Parcel 1

THIS INSTRUMENT WAS PREPARED BY
Colvin A. Parham
Title Co. Company
210 [illegible] Church
[illegible], Tn. [illegible]

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ [illegible]

AFFIDAVIT

STATE OF [illegible]

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5684 PAGE 478

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
			7550[illegible].00-	CO
			6950[illegible].00-	MO
			206.70	CO TX
			67.50	MO TX
			.50	PRFEE
			12.00	MDE.D
			CHECK	-296.70-
			7307A17/01/CC BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 1-9 6 b 7

IDENTIF. REFERENCE T

DEC 1 3 02 PM '96

FELIX Z. WILSON — REGISTER
DAVIDSON COUNTY, TENN.

No. 794700