PREPARED BY: James L. Smith, Atty., 315 W. Main St., Hendersonville, TN 37075

Installment Deed

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ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Al Carlock Poteete, et ux	SAME	Map 70 8
(NAME) 840 Youngs Lane	(NAME)	Parcels 212-213
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of SEVENTY-EIGHT THOUSAND AND NO/100--------- ($78,000.00)---------- *Dollars,*
of which EIGHT THOUSAND AND NO/100 ($8,000.00)---------- ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder SEVENTY THOUSAND AND NO/100------- ($70,000.00)---------- *Dollars,*

Al Carlock Poteete and wife, Thelma A. Poteete, *ha executed*
their joint note of even date herewith in the principal amount of $70,000.00 payable to Hattie Frances Thornton and John William Wallace, in equal monthly installments of $964.26 per month, commencing on the 15th day of April , 1981, and continuing on the first day of each month thereafter, for a total of 120 payments, said payments to include principal and interest at the rate of 11% per annum,

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, Hattie Frances Thornton and husband, Geral D. Thornton, and John William Wallace and wife, Dorothy Wallace,
have this day bargained and sold, and do hereby transfer and convey unto the said. Al Carlock Poteete and wife, Thelma A. Poteete, their
the Grantees herein, their (successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. 1: Land in the 12th Civil District of Davidson County, Tennessee, being parts of Lots 31 and 32 on the Plan of Free Silver as of record in Book 332, page 65, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the center of a branch and the Southerly margin of Young's Lane in the easterly boundary of Lot 32 on said plan. Thence with the center of the Branch and the Lot Line 31 and 32 South 8° E. 67.5' to a point; thence continuing with the center of said Branch but leaving said Lot Lines South 2° 10' W. 48.2 feet to an iron pin; thence with said branch South 41° 42' E. 122 feet to an iron pin; thence leaving said branch North 37° E. 25.6' to a point in the boundary line of Lots 31 and 32; thence North 1° W. 183.9' to the southerly margin of Youngs Lane; thence with the Southern margin of Youngs Lane North 89° 10' W. 101 feet to the point of beginning and containing 37/100 acres, more or less; being 27/100 acre of Lot 31, and 10/100 acre of Lot 32.

Being the same property conveyed to John William Wallace and wife, Dorothy Wallace, by deed from Myrtle Wallace Smith of record in Book 3096, page 397, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Land in the 12th Civil District of Davidson County, Tennessee, being a part of Lot 31 on the Map of Free Silver Plan as of record in Book 332, page 46, Register's Office for Davidson County, Tennessee, fronting 19 feet on the southerly side of Young's Lane and running back between parallel lines 183.9 feet, measuring 19 feet on the rear and more particularly described as follows:

Beginning at a point in the southerly margin of Young's Lane at the northeast corner of a .27 acre tract, conveyed to Myrtle Wallace Smith to her son, John William Wallace, and his wife, Dorothy Wallace, by deed of record in Book 3096, page 397, Register's Office for Davidson County; thence with his easterly line South 1° E 183.9 feet to an iron pin; thence south 89° 10' E 19 feet to a point; thence North 1° W 183.9 feet to the southerly margin of said Young's Lane; thence [illegible] 19 feet to the point of beginning, containing 8/100 of an acre.

(continued)

(CONTINUED)
Being the same property conveyed to John William Wallace and wife, Dorothy Wallace, by deed from Myrtle Wallace Smith, of record in Book 3128, page 595, Register's Office for Davidson County, Tennessee.

TRACT NO. 3: Land in the 12th, formerly the 21st, Civil District of Davidson County, Tennessee, being Lot No. 31 on the Map of part of the Free Silver Plan, showing Second Addition and other lots of record in book 332, page 46, Register's Office for said County, described as follows:

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Beginning at low water mark of Cumberland River, the southeast corner of Lot No. 32 on the said plan, and running thence with the bounardy line of said Lot No. 32, North 46½° E 239.5 feet to a sassafras; North 48½° E 280.5 feet to a stake; North 10½° W 165 feet to an elm; North 38½° W 151.8 feet to a stake, and North 8° W 67.5 feet, more or less, to the southerly margin of Young's Lane; thence easterly along the southerly margin of said lane 388.4 feet to a stake in the westerly line of Lot No. 30 on said plan; thence South 21¼° W, with said line, 758.8 feet, more or less, to low water mark of Cumberland River, the southwest corner of said Lot No. 30; thence North 87° W, with Cumberland River, at low water mark, 363 feet to the beginning, containing 4 acres, more or less.

Being the same property conveyed to Hattie Frances Thornton and John William Wallace by deed from Myrtle Wallace Smith, of record in Book 5666, page 53, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Sumner

The actual consideration or value whichever is greater, for this transfer is $ 78,000.00

Subscribed and sworn to before me, this the 12th day of March 19 81

Affiant

My commission expires: 4/17/83 (Affix Seal)

Notary Public

unimproved ( )

This is improved ( ) property, known as..... (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 Grantees 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 Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto James L. Smith, *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 $70,000 *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 and upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or any part 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 successor or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any suit or proceeding in which he may, in defend the title to, or possession of, said

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 12th day of March, 19 81.

Al Carlock Poteete

Thelma A. Poteete

John William Wallace

Dorothy J. Wallace

Hattie Thornton

Geral Thornton

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } Sumner

Personally appeared before me, Patricia A. Norman, *a Notary Public in and for said County and State,* John William Wallace and wife, Dorothy Wallace, Hattie Frances Thornton and husband, Geral D. Thornton, and Al Carlock Poteete and wife, Thelma A. Poteete,

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 Hendersonville, *Tennessee, this* 12th *day of* March, *19* 81.

NOTARY PUBLIC

Patricia A. Norman
Notary Public

4/17/83

STATE OF .....
COUNTY OF .....

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Personally appeared before me, ...
for said County and State, ...
.....
the within named bargainor ....., *with whom I am personally acquainted, and who acknowledged that* .....
executed the within instrument for the purposes therein contained.

Witness my hand and official seal at .....
this .....*day of* ....., *19*.....

Commission expires .....

.....*Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...
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*.....

Commission expires .....

.....*Notary Public*

INSTALLMENT DEED

FROM

TO

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

FILED FOR RECORD AND RECORDED IN REGISTER
DAVIDSON COUNTY, TENN.
MAR 13 8 45 AM '81

IDENTIF. REFERENCE

G 33018

RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			76000.00- CO	
			70000.00- MO	
			202.80 CO TX	
			66.00 MO TX	
			.50 PRFEE	
			12.00 MDED	
			CHECK 283.30-	
			4711A03/13/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G33018

IDENTIF. REFERENCE

MAR 13 8 45 AM '81

REGISTER
DAVIDSON COUNTY, TENN.

No. 811427