INSTALLMENT DEED - CHECK

For and in Consideration of the sum of Forty Thousand and No/100 ($40,000.00) ---------- Dollars, of which Five Thousand and No/100 ($5,000.00) ---------- Dollars, has been paid in cash by B. H. Benefield d/b/a Benefield Sales Company the receipt of which is hereby acknowledged, and for the remainder Thirty-five Thousand and No/100 ($35,000.00) ---------- Dollars, the said B. H. Benefield, d/b/a Benefield Sales Company, has executed his promissory note of even date herewith, payable to the order of Jessie L. Atkins and wife, Lorene Atkins, promising to pay the principal sum of Thirty-five Thousand and no/100 ($35,000.00) Dollars in equal monthly installments of principal and interest of Three Hundred Eighty-five and 40/100 ($385.40) Dollars, said installments including interest on the unpaid balance remaining from time to time unpaid at the rate of twelve (12%) per cent per annum, said payments to be applied first to interest at the rate aforesaid and the balance to principal. The first of the aforesaid monthly installments of principal and interest shall be due on June 1, 1981, and on the first day of each and every month thereafter until May 1, 2001, at which time the entire unpaid balance if not sooner paid, shall be due and payable together with any accrued interest due and payable on such date.

all of said notes bearing ~~six~~ twelve 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, we, Jessie L. Atkins and wife, Lorene Atkins, Grantors

have this day bargained and sold, and do hereby transfer and convey unto the said B. H. Benefield, d/b/a Benefield Sales Company, Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 5th, formerly in the 7th Civil District of Davidson County, Tennessee, being the southeasterly part of Lot No. 1 on the unrecorded plan of the subdivision of Purnell's 29.5 acre tract, described according to a survey made by Watkins and Murray, Surveyors, January 21, 1948, as follows:

Beginning on the northeasterly margin of Antioch Pike at a point, south 37° 30' east 225 feet from the easterly margin of Ezell Road; thence with the northeasterly margin of Antioch Pike, south 37° 30' east 50 feet; thence north 22° east 179.3 feet to the southeast corner of Lot No. 2; thence with the southerly line of Lot No. 2; thence with the southerly line of Lot No. 2 northwestwardly 40 feet; thence southwestwardly 160 feet, more or less, to the beginning.

Being the same property conveyed to Jessie L. Atkins and wife, Lorene Atkins, by deed from George Henry Agee, Jr., and wife, Donna B. Agee, of record in Book 4619, page 524 and by deed from Charlie F. Bills and wife, Juenita Bills of record in Book 4445, page 761, Register's Office for Davidson County, Tennessee.

This property is being conveyed expressly subject to taxes for the year 1981 which are being prorated at closing and the payment of which is expressly assumed by Grantee who agrees to provide Grantor with paid receipts showing that the taxes have been paid each year until this installment deed is terminated.

This is unimproved ( ) improved (X) property, known as 1408 Antioch Pike, Nashville, TN 37211
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, his 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, except as set out herein. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his 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 in hand paid, I, the said B. H. Benefield, d/b/a Benefield Sales Company, Grantee do hereby transfer and convey unto Theodore H. Pailet, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said B. H. Benefield, d/b/a Benefield Sales Company 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 $ 40,000.00 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.

I 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 I 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 I, the said B. H. Benefield, Grantee, 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 I convey any interest in premises without the prior written consent of Grantors, or if I 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; if I 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. I 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. I 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 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 said property, as herein authorized.

4th. The residue, if any, will be paid to B. H. Benefield, his 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 Theodore H. Pailet, 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 Jessie L. Atkins and wife, Lorene Atkins, Grantors and B. H. Benefield, d/b/a Benefield Sales Company, Grantee, hereunto set our hands at Nashville, Tennessee, this the 21st day of April 1981

Jessie L Atkins

Lorene Atkins

B. H. Benefield

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Melva H. Cline, a Notary Public in and for said County and State, the within named Jessie L. Atkins, Lorene Atkins and B. H. Benefield

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 21st day of April, 19 81

Commission Expires January 26, 1984

Melva H. Cline, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE (
COUNTY OF DAVIDSON)

BOOK 5737 PAGE 157

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 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

G 38853

IDENTIF. REFERENCE

APR 24 4 00 PM '81

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
JESSIE L. ATKINS, et ux

TO
B. H. BENEFIELD d/b/a
BENEFIELD SALES COMPANY

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
B. H. Benefield (NAME)	(same) (NAME)	Map 134
1408 Antioch Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 138
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

THEODORE H. PAILET, Attorney
1906 South Street
Nashville, TN 37212

Mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ $40,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF April 19 81

Notary Public

MY COMMISSION EXPIRES: January 22, 1984

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5737 PAGE 158

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
			40[illegible].00- CO	
			35[illegible].00- MO	
			104.00 CO TX	
			3[illegible].00 MO TX	
			.50 PRFEE	
			12.00 MDEED	
			CHECK	149.50-
			2064A04/24/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G38853

T

IDENTIF. REFERENCE

APR 24 4 00 PM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 818475