Prepared By: Schulman, LeRoy & Bennett, P.C.
P. O. Box 2707
Nashville, Tennessee 37219

Installment Deed

BOOK 5819 PAGE 128

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Danny Young, Trustee	Same	28 parcel 54 TR.
(NAME) 5860 Eaton Creek Road	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Joelton, Tennessee 37080	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Thirty-Nine Thousand and 00/100 ($39,000.00) ---------- *Dollars, of which* Seven Thousand Eight Hundred and 00/100 ($7,800.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty-One Thousand Two Hundred and 00/100 ($31,200.00) ---------- *Dollars.* Grantee has executed an Installment Deed Note payable to Leslie L. Williams for such amount plus interest at the rate of ten ~~xxxxxxxxxx~~ (10%) percent per annum payable in monthly installments of Four Hundred Twelve and 31/100 ($412.31) Dollars per month including interest beginning on the 16th day of November, 1981, and continuing on the 16th day of each subsequent month until the Note is paid.

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, Leslie L. Williams

have this day bargained and sold, and do hereby transfer and convey unto the said Danny Young, Trustee, with full power to sell, transfer, mortgage, and convey without the joinder of any beneficiary, *the Grantees herein, their ~~(successors)~~, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 14th Civil District of Davidson County, Tennessee, being part of Lot No. 12 on the plan of land owned by the Henry Flato Estate, of record in Book 421, Page 147, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the center of New Grays Point Road at the northwest corner of the property conveyed to Jerry David Darnell et ux, of record in Book 5140, Page 457; thence along said Darnell's westerly boundary, South 5° west 350 feet to a point; thence northwesterly along the northern boundary of the Leon C. Carney property of record in Book 4362, Page 169, 250 feet to a point; thence northwesterly along the western boundary of said Carney property 300 feet to a point in the centerline of the New Grays Point Road; thence along said centerline easterly around a curve 400 feet, more or less, to the point of beginning. Containing 2.57 acres, more or less.

BEING part of the same property conveyed to Leslie L. Williams and wife, Margaret D. Williams, by Deed from E. H. Moore and wife, Lula I. Moore, of record in Book 1340, Page 80, Register's Office for Davidson County, Tennessee, and by Deed from W. H. Farmer, and wife, Effie Farmer, of record in Book 5803, Page 256, said Register's Office, said tract having been specifically excluded from a conveyance to Leon C. Carney, of record in Book 4362, Page 169. The said Margaret D. Williams having died on the 1st day of July, 1981.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 39,000.00

Subscribed and sworn to before me, this the 16th day of October, 19 81

H. Michael Bennett
Affiant

My commission expires: 4/21-85
(Affix Seal)

Annie G. Smith
Notary Public

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 H. Michael Bennett, 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 $1,200 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 enforcement 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 successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

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 16th *day of* October, *19* 81

LESLIE L. WILLIAMS

By: Dorris W. Williams
Dorris W. Williams, Attorney-in-Fact
By Power of Attorney of record in
Book 5805, Page 13, Register's
Office for Davidson County, Tennessee

Danny Young Trustee
Danny Young, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Audrey R Whitaker, *a Notary Public in and for said County and State,* Danny Young

the within named 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 Nashville *Tennessee, this* 16th *day of* October, *19* 81.

AUDREY R. WHITAKER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Audrey R Whitaker *Notary Public*

Commission expires 10-15-83

STATE OF.....

COUNTY OF.....

BOOK 5819 PAGE 131

Personally appeared before me, ..., *a Notary Public in and 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*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, ..., *a Notary Public of the State and 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*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, [illegible], a Notary Public of the State and County aforesaid, personally appeared Dorris W. Williams, Attorney-in-Fact, to me known to be the person who executed the foregoing instrument in behalf of Leslie L. Williams, and acknowledged that he executed the same as the free act and deed of said Leslie L. Williams.

Witness my hand and official seal at Nashville, Tennessee, this 16th day of October, 1981.

Dorris W. Smith
Notary Public

My Commission Expires: 4-21-85

IDENTIF. REFERENCE

FELIX Z. HALL, CLERK & MASTER
DAVIDSON COUNTY, TENN.

OCT 22 11 49 AM '81

G65314

RUSH

INSTALLMENT DEED

FROM

LESLIE L. WILLIAMS

TO

DANNY YOUNG, TRUSTEE

4577 10/22 143.10- CHECK

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

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5810 PAGE 132

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			39000.00- CO	
			31200.00- MO	
			101.40 CO TX	
			29.20 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 143.10-	
			4557A10/22/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 5 3 1 4

IDENTIF. REFERENCE

OCT 22 11 49 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 849814