FROM:

CHARLES BITER AND FLORIS H. TOMPKINS

TO:

DOUGLAS S. AND MIMI K. HALL

For draftsman's use

BOOK 5820 PAGE 506

THIS INSTRUMENT PREPARED BY
AND MAIL TO
A. HARRIS [illegible], ATTY.
12th FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Douglas S. Hall, et ux (NAME)	Same (NAME)	118-1-343
5040 Kingsview Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	118-1-345
Nashville, TN 37220 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	118-1-346

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

Nov 18 3 28 PM '81

FILED AND DULY RECORDED
DAVIDSON COUNTY, TENN.

G68735

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 130,000.00 Rubye Rainey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 12th DAY OF November, 19 81

Notary Public

MY COMMISSION EXPIRES: 10-15-83

(AFFIX SEAL)

VENDOR'S LIEN DEED

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THIRTY THOUSAND AND 00/100 ($130,000) DOLLARS, of which TWELVE THOUSAND AND 00/100 ($12,000) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the additional consideration of Grantees', DOUGLAS S. HALL AND MIMI K. HALL, execution and delivery of a Vendor's Lien Note of even date in the sum of $118,000 and made payable to the order of CHARLES BITER AND FLORIS H. TOMPKINS, Grantors herein, with the maturity date of December 1, 2112, but callable upon sixty (60) days' written notice before or after the 120th payment due January 1, 1992. A copy of said Promissory Note is attached hereto as Exhibit "A", (the "Note" herein) and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal and interest, a lien is expressly retained on the land herein conveyed, the said Grantors, Charles Biter and Floris H. Tompkins, have this day bargained and sold, and do hereby transfer and convey unto the said DOUGLAS S. HALL AND WIFE, MIMI K. HALL, (sometimes referred to herein as "Grantees" or "Trustors"), certain real estate in Davidson County, Tennessee, (hereinafter referred to as the "Premises", or the "Property"), as follows:

Being the easterly half of Lot No. 118 and the easterly half of the northerly half of Lot No. 117 on the Plan of L. G. Noel's Idlewild Property, not of record, but according to blue print made by John Wilkes, May 11, 1911, said parts of said Lots Nos. 118 and 117 are described as follows:

8893 11/18 484.50- CHECK

Beginning at a point in the westerly margin of Sherbourne Avenue 265 feet south of the southwest corner of Sherbourne and Halcyon Avenues; running thence southerly along the west margin of Sherbourne Avenue 75 feet to a point; thence westerly and parallel to the southerly line of Lot No. 117, 100 feet to a dead line; thence northerly 75 feet to a point in the north margin of Lot No. 118; thence easterly along said north line of Lot No. 118, 95 feet to the point of beginning.

Being the westerly half of Lot No. 118 and the westerly half of the northerly half of Lot No. 117 on the Plan of the L. G. Noel's Idlewild Property, not of record, but according to a blue print made thereof by John Wilkes on May 11, 1911, said parts of said lots are described as follows:

Beginning at a point in the easterly margin of Pomeroy Avenue, now 10th Avenue South, which point is 265 feet southerly from the south margin of Halcyon Avenue; thence southerly along the east margin of 10th Avenue South, 75 feet to point; thence easterly and parallel with the south line of Lot No. 117, 89-3/4 feet to a dead line; thence northerly 75 feet to a point in the north margin of Lot No. 118 and thence westwardly and with the north margin of Lot No. 118, 87-1/2 feet to the point of beginning.

Being Lot Nos. 3 and 4 on the Plan of Resubdivision of Idlewild of record in Book 5200, Page 276, said Register's Office, reference to which plan is made for a more complete and accurate legal description.

Being part of the same property conveyed to Charles Biter and Floris H. Tompkins by deed from John P. Hooper of record in Book 5508, Page 868, said Register's Office.

This conveyance is unencumbered, except for an easement for sewer purposes granted City of Nashville by W. F. Sheridan, et ux of record in Book 1174, Page 91, said Register's Office, to easements, setback lines and other matters shown on the said Plan of record in Book 5200, Page 276, said Register's Office, to existing building and code restrictions, and to vendor's lien retained in Installment Deed of record in Book 5508, Page 868, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said DOUGLAS S. HALL AND WIFE, MIMI K. HALL, their heirs, administrators, successors and assigns, forever. Grantors covenant that they 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 shown above.

Grantors do further covenant and bind themselves and their successors and assigns, to warrant and forever defend the title to the said real estate to said DOUGLAS S. HALL AND WIFE MIMI K. HALL, their heirs, administrators, successors and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said vendor's lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments 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, DOUGLAS S. HALL AND WIFE, MIMI K. HALL, hereinafter referred to as Trustors, hereby transfer and convey unto A. Harrison Johnson, Jr., 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:

1. Grantees agree to pay the Note according to its terms, and a default thereunder shall be deemed to be a default hereunder, at the written election of the holder.

2. Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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 eighteen (18%) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

3. It is understood and agreed that this Vendor's Lien Deed is secondary to an Installment Deed of record in Book 5508, Page 868, Register's Office for Davidson County, Tennessee, securing an indebtedness in the original principal amount of Seventy Thousand and 00/100 ($70,000) Dollars in favor of John P. Hooper dated October 2, 1979.

SEE ADDENDUM

4. So long as the Grantees, Douglas S. Hall and wife, Mimi K. Hall, make the regular monthly payments to Grantors, Charles Biter and Floris H. Tompkins, when due, the said Grantors agree to pay the regular monthly payments on the aforementioned existing Installment Deed in favor of John P. Hooper, it being understood that the monthly payments of principal and interest, with respect to the said mortgage is in the sum of Six Hundred Eighty-Nine and 32/100 ($689.32) per month.

5. In case of default hereunder, in addition to any other rights and remedies available to Grantors, Grantors may, but need not, make any payment or perform any act herein required of Trustors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any subsequent lien or Deed of Trust, or other encumbrances, if any, and purchase, discharge, compromise or settle the Deed of Trust, any tax lien or other prior lien on title or claim thereto, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein

authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other money advanced by Grantors to protect the Premises and the lien hereof, shall to the extent thereof be indebtedness secured hereby, and shall become immediately due and payable upon 15 days' notice and with interest thereon at the rate specified in the Note. Inaction of Grantors shall not be considered as a waiver of any right accruing to it on account of any default on the part of Trustors.

6. Any default on the part of Trustors in complying with the provisions and terms of the Installment Deed shall constitute a default under the terms of this Deed and the Note secured hereby, and shall entitle Grantors to exercise any and all rights and remedies given hereunder on account of a default, only if the holder of any subsequent Deed of Trust should declare a default in writing. Grantors may petition a court of competent jurisdiction for an order directing Grantees to perform in the event of any default under this instrument or under any subsequent Deed of Trust or under any Assignment of Rents or Leases. Grantors reserve all rights and remedies given at law or in equity, except as specifically restrained herein.

7. Trustors and Grantors agree to promptly send to one another copies of any notice received from the holder of any subsequent Deed of Trust or subsequent lienholder.

8. Any and all payments, due under any subsequent Deed of Trust, and any and all reports, receipts, and other items required to be furnished to the holder of any subsequent Deed of Trust, shall be remitted directly from Trustors to the holder of any subsequent Deed of Trust, with a copy thereof furnished to Grantor.

9. The grant of an extension or extensions of time by Grantors with respect to the performance of any provision of this Deed or the Note or the taking of any additional security, or the release of any security, or a waiver by the Grantors or a failure by the Grantors to enforce any provision of this Deed or of the Note or to declare a default with respect thereof, shall not operate as a waiver of any subsequent default or defaults or affect the right of the Grantors thereafter to exercise all rights or remedies stipulated herein and therein on account of such default or any subsequent default or defaults.

10. Grantors and any persons authorized by Grantors shall have the right at any time, upon reasonable notice to Trustors, to enter the Property at a reasonable hour to inspect.

11. Trustors shall notify Grantors promptly of the occurrence of any of the following:

(i) receipt of notice of condemnation of the Property;

(ii) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Property;

(iii) commencement of any litigation affecting the Property.

12. The rights and remedies of Grantors as provided in this Deed and in the Note shall be cumulative and concurrent; may be pursued separately, successively or together against Trustors or against the Property, or both, at the sole discretion of Grantors, and may be exercised as often as

occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

13. Grantors may release, regardless of consideration, any part of the security held for the indebtedness secured by this Deed without, as to the remainder of the security, in any way impairing or affecting the lien of this Deed or its priority over any subordinate lien.

14. For payment of the indebtedness secured hereby Grantors may resort to any other security therefor held by Grantors in such order and manner as Grantors may elect.

15. This Deed shall be construed and interpreted under the laws of the State of Tennessee.

16. At any time and from time to time, Trustors shall certify to such persons as the Grantors may designate, by writing duly acknowledged, the amount of principal and interest then owing on this Deed and what, if any, offsets and defenses are believed or known to exist against the debts, within fifteen (15) days after written request to do so served upon it by mail.

17. If any promise or covenant of this Deed or the Note is void or ineffective under the law, this Deed and the Note shall remain in force and effect as if such promise or covenant had not been entered into.

18. All notices to be sent hereunder shall be sent by certified or registered mail, return receipt requested, as follows:

If to Trustors: Douglas S. and Mimi K. Hall
5040 Kingsview Court
Nashville, TN 37220

With a copy to:

If to Grantor: Charles Biter and F. H. Tompkins
c/o First Management Services
1301 Nashville City Bank Bldg.
315 Union Street
Nashville, Tennessee 37201

With a copy to: A. Harrison Johnson, Jr., Esquire
Chambers Johnson Wyckoff & Beckner
12th Floor, First American Center
Nashville, Tennessee 37238

or to such other place or places as either party may designate by notice to the other.

19. This Deed shall secure any further sums advanced under the Note, or added to the principal balance thereunder in lieu of the payment of interest, whether in the event of default or otherwise, as if the same shall have been advanced or added to principal at the execution hereof.

20. Trustors covenant and agree that to the extent Grantors pay any installment of principal or interest or any other sums due under any lien or subsequent Deed of Trust in excess of the payments required to be made in paragraph (1) above, Grantors shall become entitled to a prorata lien on the

Property equal in rank and priority to the lien of any subsequent Deed of Trust and, in addition, to the extent necessary to make effective such rank and priority: (i) Grantors shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to the holder of any lien or subsequent Deed of Trust; and (ii) any lien or subsequent Deed of Trust shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured, hereunder. And Grantors may purchase a part of or all of the said lien or subsequent Deed of Trust Note.

21. Anything herein to the contrary notwithstanding, this instrument shall be construed as a deed of trust with a power of sale under Tennessee law. The use of the word "Grantor" is for convenience only, meaning "Beneficiary".

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, within thirty days from the due date of such payment, this trust conveyance shall remain in full force and effect, or if Trustors should default under any term, condition or covenant of the said Note or this Deed, 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, upon thirty (30) days written notice and upon Grantees' failure to cure within such thirty (30) day period, 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 of the purchaser. The creditor and holder of the Note 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 of 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 the event the ownership of the property or any part of it becomes vested in a person other than any Grantor, the Beneficiary without notice to such Grantor, may deal with the successor or successors in interest with reference to this Vendor's Lien Deed and the debt secured in the same manner as with such Grantor, and may forbear to sue or may extend time for payment of the debt secured, without discharging or in any way affecting the liability of such Grantor under this Vendor's Lien Deed or upon the debt secured.

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, 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.

I, JANELLE H. BITER, the wife of CHARLES BITER, joins in this conveyance for the express purpose of waiving and releasing any dower, homestead, or like interests I may have in the above described property. VIRGINIA B. TOMPKINS, wife of FLORIS H. TOMPKINS, is deceased.

The word "Trustor" when used herein shall apply to parties both singular and plural.

Douglas S. Hall
DOUGLAS S. HALL

Mimi K. Hall
MIMI K. HALL

Charles Biter
CHARLES BITER

Floris H Tompkins
FLORIS H. TOMPKINS

Janelle H. Biter
JANELLE H. BITER

ADDENDUM TO PARAGRAPH 4 TO VENDOR'S LIEN DEED BOOK 5820 PAGE 513

In the event that Grantor fails to make any payments under the John Hooper installment deed as and when they accrue, Grantee may but is not required to make such installment payments to Hooper and deduct the payments so made from the next installments due under the vendor's lien note. In the event Grantor shall fail to make the payments under the John Hooper installment deed and as a result of said failure, said John Hooper installment deed shall be declared due and payable or foreclosure proceedings be commenced in connection therewith, Grantor shall be obligated to cure said default by paying off the John Hooper installment deed. It is expressly understood and agreed that Grantor shall have the right to secure the funds to pay off said John Hooper installment deed by obtaining replacement financing satisfactory to Grantee secured by the property in question, and that Grantee expressly authorizes and agrees to subordinate Grantees interest herein to such substitute mortgage. If Grantors fail to cure any such default and Grantee shall satisfy any prior liens against the property including, but not limited to the John Hooper installment deed, then Grantee shall have credited to the outstanding principal balance of the amount due to Grantors a discount in the amount of Fifteen Per Cent (15%) of the entire unpaid principal balance in connection with the vendor's lien note herein secured ~~together with~~ and all sums expended in connection with the payoff of the John Hooper installment deed. If Grantee should pay off said John Hooper installment deed or any prior lien to the note hereby secured, the vendor's lien note and vendor's lien deed shall be subordinate to any replacement mortgage or deed of trust taken out by Grantees in order to secure the funds for the payoff of said John Hooper installment deed or any prior lien.

It is expressly understood and agreed that anything to the contrary in said Vendor's lien deed notwithstanding that should Grantee be involved in any litigation in connection with any default, or claim of default, arising in connection with Grantors obligation under the John Hooper installment deed that Grantors shall bear all cost and expense including reasonable attorneys fees in connection with said litigation.

This Addendum entered into this the 12th day of November, 1981.

Douglas S. Hall

Charles Biter

Mimi K. Hall

Janelle H. Biter

Floris H. Tompkins

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 DOUGLAS S. HALL AND WIFE, MIMI K. HALL, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, this 12th day of November, 1981.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/12/83.

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 FLORIS H. TOMPKINS, CHARLES BITER AND WIFE, JANELLE H. BITER, the bargainorS, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, this 17th day of November, 1981.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-15-83.

EXHIBIT "A"

VENDOR'S LIEN DEED

NOTE

BOOK 5820 PAGE 515

US $ 118,000.00 Nashville, Tennessee
City

November 12, 1981

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay CHARLES. BITER. AND. FLORIS. H.. TOMPKINS, or order, the principal sum of One Hundred Eighteen Thousand and 00/100 ($118,000.00) Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of twelve (12%) percent per annum. Principal and interest shall be payable at 1307 Nashville City Bank Bldg., Nashville, Tennessee, or such other place as the Note holder may designate, in consecutive monthly installments of One Thousand Two Hundred Fourteen and 22/100 Dollars (US $ 1,214.22), on the first (1st) day of each month beginning January 1, 19 82. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on December 1, 2012; however, at Holders' **

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of four (4%) percent of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a ~~Deed of Trust~~ Vendor's Lien dated November 12, 1981, and reference is made ~~thereto~~ for rights as to acceleration of the indebtedness evidenced by this Note.

Douglas S. Hall
DOUGLAS S. HALL

Property Address

(Execute Original Only)

**election, this loan is callable upon 60 days written notice before or after the date of the 120th payment due January 1, 1992. Maker shall pay $698.30 on the 1st day of December, 1981.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5820 PAGE 516

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
			130000.00-	CO
			118000.00-	MO
			338.00	CO TX
			116.00	MO TX
			.50	PRFEE
			30.00	DEED
			CHECK	484.50-
8893A	11/18/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 8 7 3 5

IDENT. REFERENCE

Nov 18 3 28 PM '81

REGISTER
DAVIDSON COUNTY, TENN.

No. 853969