ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Thomas L. Cunningham & Roy Wayne Martin (NAME)	Same (NAME)	For 1982: 16-168
1109 Madison Creek Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, TN 37076 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

BOOK 5830 PAGE 652

FOR AND IN CONSIDERATION OF the sum of Eleven Thousand and no/100---------- DOLLARS

of which $ 5,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory in the amount of $5,500.00 payable according to the terms of said note, maturity date being one year from date of note, payable to Lama Terra Limited, a Tennessee Limited Partnership, and any extensions, renewals, or modifications thereof.

Grantors agree to pay 1981 property taxes before they become delinquent. Grantees agree that so long as any of the note payments due to Grantors remain unpaid, they will pay all future years taxes before they become delinquent and will furnish proof of payment to Grantors. Failure to pay said taxes may at Grantor's option be deemed a default under the terms hereunder.

It is expressly understood and agreed that the property herein conveyed is subject to two deeds of trust, one of record in Book 4920, page 321, Register's Office for Davidson County, Tennessee, and one of record in Book 5748, page 11, Register's Office for Davidson County, Tennessee. It is hereby agreed that in the event said deeds of trust have not been released at the time the above referenced promissory note becomes due that Grantees may make their payment jointly to Grantors and to Production Credit Association, the holder of the two notes secured by said deeds of trust.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

LAMA TERRA LIMITED, a Tennessee Limited Partnership

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

THOMAS L. CUNNINGHAM AND ROY WAYNE MARTIN

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(SEE ATTACHED FOR DESCRIPTION)

In the event that the described property, or an interest therein, is sold or conveyed without the prior written consent of the holder of the note secured hereby, such holder shall be entitled to accelerate the debt and demand immediate payment of the entire obligation, principal and interest. The holder may require a change or changes in the terms of the obligation as a condition to giving such consent. For these purposes, "an interest therein" is defined to include, but is not limited to, any transaction whereby the contracting party is or will become entitled to possession of the secured property.

This is improved ( ) unimproved (X) property known as Lot 4, Edward G. Bracy Property, Nashville, TN
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Patricia S. Spicer, Atty. 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 grantees 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 $ -0- 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 interest 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 grantees, 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 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 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 24th day of November 19 81

Thomas L. Cunningham

Thomas L. Cunningham

LAMA TERRA LIMITED

Roy Wayne Martin

Roy Wayne Martin

BY: Billy Keith Perryman, General Partner

Billy Keith Perryman, General Partner

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 21,000.00

Affiant

Subscribed and sworn to before me, this the 24th day of November 19 81

My commission expires 1-15-83 (Affix Seal)

Notary Public

DIANNE COULE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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 Thomas L. Cunningham, Roy Wayne Martin and Billy Keith Perryman, 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, TN this 24th day of November 19 81

Commission Expires 1-15-83

Notary Public

DIANNE COULE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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 _____

This instrument was prepared by:

Name Address

INSTALLMENT DEED

FROM

LAMA TERRA LIMITED

To

Thomas L. Cunningham and

Roy Wayne Martin

THIS INSTRUMENT PREPARED BY:

WILKINS, ADAMS & SPICER, ATTYS.
401 Union Street
Nashville, TN 37219

RETURN TO: ~~pick up by box #~~ File Box 10

Published by

Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005—HESSEY 8-1-75

Land lying in Davidson County, Tennessee, being Lot No. 4 on the Plan of Edward G. Bracy Property, Section 2, Part 3 as of record in Plat Book 5190, page 569, Register's Office for Davidson County, Tennessee and described as follows:

Beginning at a concrete monument in the north margin of Union Hill Road, said point being 1180.9 feet east of Lama Terra Drive; thence, leaving the north margin along a line common to George Gilliam's easterly line as of record in Deed Book 4943, page 214, Register's Office for Davidson County, Tennessee, North 44 degrees 41 minutes 56 seconds East 170.0 feet to an iron pin; thence, South 44 degrees 18 minutes 04 seconds East 77.9 feet to an iron pin; thence, North 44 degrees 41 minutes 56 seconds East 184.0 feet to an iron pin; thence, leaving said Gilliams line along the northerly and easterly line of this lot South 46 degrees 22 minutes 48 seconds East 87.11 feet; thence, South 44 degrees 42 minutes 00 seconds West 353.83 feet to a concrete monument in the north margin of Union Hill Road; thence, with said margin with a curve to the left (radius=2,088.18 feet) a distance of 93.90 feet to an iron pin; thence, North 44 degrees 43 minutes 29 seconds West 71.10 feet to the point of beginning, containing 1.01 acres more or less.

Being part of the same property conveyed to Lama Terra Limited, a Tennessee Limited Partnership, by deed from Edward Grigsby Bracy, Jr., also known as E. G. Bracy and wife, Hazel Walker Bracy, also known as Hazel W. Bracy, of record in Book 5748, page 6, Register's Office for Davidson County, Tennessee.

3153 12/15 41.60- G72085 CHECK

T
IDENTIF. REFERENCE

Dec 15 9 40 AM '81

FEE $ [illegible] REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5830 PAGE 655

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
			11000.00- CO	
			5500.00- MO	
			28.60 CO TX	
			3.50 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 41.60-	
3153A	12/15/81		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 7 2 0 8 5

IDENTIF. REFERENCE

DEC 15 9 49 AM '81

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 858071