Send tax bills to
WINSTON C. HICKMAN
C/O Design Systems Builders, INC.
2725 BRONSFORD AVE.
Nashville, TN

MAP 118-11
PAR 23
MAP 117-7
PAR-117

BOOK 5836 PAGE 241

Prepared by:

Robert L. Sullivan
Neal & Harwell
800 Third National Bank Bldg.
Nashville, Tennessee 37219

mail

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF Fifty Thousand and No/100 ($50,000.00) Dollars, of which Ten Thousand and No/100 ($10,000.00) Dollars has been paid in cash to Jack M. Smith, Inc., the receipt of which is hereby acknowledged, and for the remainder of Forty Thousand and No/100 ($40,000.00) Dollars, the undersigned WINSTON C. HICKMAN, THOMAS F. ROWLETT, and DONALD W. WAGNER, have this day executed their certain negotiable promissory note in the principal amount of Forty Thousand and No/100 ($40,000.00) Dollars, bearing interest from date at twelve (12%) percent per annum, payable according to the terms set forth in said promissory note, with failure to pay any installment of principal and interest as aforesaid to mature the balance owing on said note at the option of the holder thereof, providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed, Jack M. Smith, Inc., hereinafter referred to as grantor has this day bargained and sold and does hereby transfer and convey unto the said WINSTON C. HICKMAN, THOMAS F. ROWLETT, and DONALD W. WAGNER, their heirs, successors, and assigns, as tenants in common, certain real estate situated in Davidson County, Tennessee; described more particularly as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot Nos. 7 and 8 of Block "B" on the map of Berry Hill Gardens, as of record in Book 1130, Page 36, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 7 fronts 69 feet on the easterly side of West Iris Drive and runs back between lines, 128.2 feet on the north line and 136.7 feet on the south line, to a dead line on which it measures 62 feet.

Said Lot No. 8 fronts 70 feet on the easterly side of West Iris Drive and runs back 116.2 feet on the northerly line and 128.2 feet on the southerly line, to a dead line in the rear on which it measures 62 feet.

Being part of the same property conveyed to Jack M. Smith, Inc., by deed from CDB Partnership, a Tennessee General Partnership among D. Bergen White, Lon Christian Smith and Dan Harrell, of record in Book 5555, Page 880, Register's Office for Davidson County.

TO HAVE AND TO HOLD said real estate, with the appurtances, estate, title and interest thereto belonging to the said WINSTON C. HICKMAN, THOMAS F. ROWLETT, and DONALD W. WAGNER, their heirs, successors, and assigns forever. The 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.

Said grantors further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said real estate to said WINSTON C. HICKMAN, THOMAS F. ROWLETT, and DONALD W. WAGNER, their heirs, successors, and assigns, against the lawful claims of all persons whomsoever.

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 installments thereof, as they mature, as hereinafter provided, and for the consideration of One ($1.00) Dollar, paid in cash, receipt of which is acknowledged, the said WINSTON C. HICKMAN, THOMAS F. ROWLETT, and DONALD W. WAGNER, hereinafter referred to as trustors, hereby transfer and convey unto Robert L. Sullivan, 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 their insurable value, 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 their interest may appear.

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 twelve (12%) 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 (30) 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 (20) days' notice by three publications in any newspaper published in Davidson County, Tennesse, to sell said property at the front door of the Courthouse 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 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:

First: 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 expense of any such litigation.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: 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 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.

Executed at Nashville, Tennessee this 31st day of December, 1981.

JACK M. SMITH, INC.

BY: Jack M. Smith
Jack M. Smith, President

Emily Jane Hickman
EMILY JANE HICKMAN

Winston C. Hickman
WINSTON C. HICKMAN

Margaret Rowlett
MARGARET ROWLETT

Thomas F. Rowlett
THOMAS F. ROWLETT

Donna M. Wagner
DONNA M. WAGNER

Donald W. Wagner
DONALD W. WAGNER

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, the within named JACK M. SMITH, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of JACK M. SMITH, INC., the within named bargainor, a corporation, and that he as President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of December, 1981.

NOTARY PUBLIC

My commission expires:

January 2, 1985

STATE OF TENNESSEE)
)
COUNTY OF Davidson

Personally appeared before me, Violet S. Carpenter, a Notary Public in and for said County and State, WINSTON C. HICKMAN, and wife, EMILY JANE HICKMAN, with whom I am personally acquainted, and who acknowledges that they executed this instrument for the purpose therein contained.

WITNESS my hand and official seal on this 31 day of December, 1981.

Violet S. Carpenter
NOTARY PUBLIC

My commission expires:

10/15/83

STATE OF TENNESSEE)
COUNTY OF Davidson

Personally appeared before me, Violet S. Carpenter a Notary Public in and for said County and State, THOMAS F. ROWLETT, and wife, MARGARET ROWLETT, with whom I am personally acquainted, and who acknowledges that they executed this instrument for the purpose therein contained.

WITNESS my hand and official seal on this 31 day of December, 1981.

Violet S. Carpenter
NOTARY PUBLIC

My commission expires:
10/15/82

STATE OF TENNESSEE)
COUNTY OF Davidson

Personally appeared before me, Violet S. Carpenter a Notary Public in and for said County and State, DONALD W. WAGNER, and wife, DONNA M. WAGNER, with whom I am personally acquainted, and who acknowledges that they executed this instrument for the purpose therein contained.

WITNESS my hand and official seal on this 31 day of December, 1981.

Violet S. Carpenter
NOTARY PUBLIC

My commission expires:
10/15/83

DEC 16 230
1981 DEC 18 PM 1 59
FELIX W. WILSON II REGISTER DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
G 7 3 8 1 4

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration for this transfer is $50,000.00.

Jack M. Smith
AFFIANT

Sworn to and subscribed before me, this 31st day of December, 1981.

Notary Public

My commission expires:

1981 DEC 18 PM 1:59
5378

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5836 PAGE 248

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
			50000.00-	CO
			40000.00-	MO
			130.00	CO TX
			36.00	MO TX
			.50	PRFEE.
			21.00	WDEED
			CHECK	189.50-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK .00

G.7381'4"

IDENTIF. REFERENCE

DEC 31 1 59 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 860192