This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
ELMER D. DAVIES & ED R. DAVIES, ET UX

TO: GEORGE N. SPIVA and wife, ELIZABETH FULCHER SPIVA

TO
E. REYNOLDS DAVIES, JR., TRUSTEE

For draftsman's use
Prepared by Ed R. Davies
Attorney at Law
Nashville, Tn

BOOK 5838 PAGE 606

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. and Mrs. George N. Spiva (NAME)	SAME (NAME)	BM 06905
216 Deer Park Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	116-10
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	53

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JAN 7 10 57 AM '82

FEE $ ... REGISTER DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 125,000.00 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 5th DAY OF January 1982

_____ Notary Public

MY COMMISSION EXPIRES: 7-18-82

(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC

G.74461

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED TWENTY-FIVE THOUSAND and no/100--- ($125,000.00) ---------- DOLLARS

of which $ 25,000.00 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 joint promissory note, dated January 5, 1982, in the principal amount of $100,000.00 with interest at the rate of 12% per annum payable on or before March 1, 1987.

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,

ELMER D. DAVIES, JR., a widower and ED R. DAVIES and wife, ELIZABETH B. DAVIES

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

GEORGE N. SPIVA and wife, ELIZABETH FULCHER SPIVA

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

PARCEL NO. 1: Being the southerly 210 feet of lot numbered 27 in A.M. Bransford's Subdivision of Lot Nos. 29, 30, 31, 32, 33, 34 and 45 in First Belle Meade Subdivision, a plan of which is recorded in Book 421, page 139, of the Register's Office for Davidson County, Tennessee, and more particularly described as follows:

Beginning at a point in the northerly margin of Deer Park Drive, the common corner of Lot Nos. 27 and 28 in said plan, running thence in a northerly direction along the boundary line of said lots, 210 feet to a point; thence at right angles to said boundary line and in a westerly direction 95 feet, more or less, to boundary line between Lot Nos. 26 and 27 in said plan; thence in a southerly direction and along the boundary line between said Lot Nos. 26 and 27, 210 feet to a point in the northerly margin of Deer Park Drive; thence along the northerly margin of Deer Park Drive in an easterly direction 100 feet to the point of beginning.

Being the same property conveyed to Luda Reynolds Davies by deed of H.E. Sexton, et al, of record in Book 692, page 175, Register' Office for Davidson County, Tennessee.

BOOK 5838 PAGE 607

PARCEL NO. 2: Being the southerly part of Lot No. 28 in A.M. Bransford's Subdivision of Lot Nos. 29, 30, 31, 32, 33, 34 and 45 in First Belle Meade Subdivision, a plan of which is of record in Book 421, page 139, of the Register's Office for Davidson County, Tennessee.

Said part of said lot fronts 100 feet on the north side of Deer Park Drive, and extends back northerly between parallel lines, 212 feet on its westerly margin and 209 feet on its easterly margin to a dead line, measuring 100 feet, more or less, on said rear lines.

Being the same property conveyed to Luda Reynolds Davies by deed of Edmond J. Walsh of record in Book 689, page 582, Register's Office for Davidson County, Tennessee.

It is further the same property conveyed to Luda Reynolds Davies by deed from Elmer D. Davies, Jr., Ed Reynolds Davies and Elmer D. Davies, Trustee, dated November 20, 1952 and of record in Book 2106, page 57, R.O.D.C.

ELMER D. DAVIES, JR. and ED R. DAVIES do declare under oath that they are the sons of and sole heirs at law of LUDA REYNOLDS DAVIES who died intestate on May 16, 1980.

This is improved property known as 216 Deer Park Drive, Nashville, Tennessee 37215.

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 E. REYNOLDS DAVIES, JR., 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 $ 100,000.00 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 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:

BOOK 5838 PAGE 608

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 advise 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 5th day of January 19 82.

Elizabeth Fulcher Spiva
George N. Spiva
GRANTEES

E. R. Davies
Elizabeth B. Davies
GRANTORS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named ELMER D. DAVIES, JR., ED R. DAVIES, ELIZABETH B. DAVIES, ~~GEORGE N. SPIVA and wife, ELIZABETH FULCHER SPIVA~~, 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 official seal at Nashville Tennessee, this 5th day of January, 1982.

Robert P. Thomas
~~Notary Public~~

ROBERT PAIGE THOMAS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 7-18-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Robert P. Thomas, a Notary Public in and for said County and State, the within named GEORGE N. SPIVA and wife, ELIZABETH FULCHER SPIVA, 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 official seal at Nashville, Tennessee, this 5th day of January, 1982.

Robert P. Thomas
NOTARY PUBLIC

ROBERT PAIGE THOMAS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires 7-18-82

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

RECEIVED OF _____

FOR _____

BOOK 5838 PAGE 609

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
			1250[illegible]- CO	
			10[illegible]- MO	
			325.00 CO TX	
			96.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 432.50-	
			623IA01/07/82 33L .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 7 4 4 6 1

IDENTIFICATION REFERENCE

JAN 7 10 57 AM '82

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

No. 861006