INSTALLMENT DEED

For and in Consideration of the sum of Twenty-five thousand and no/100 ---------- ($25,000.00)---------- Dollars, of which Seven thousand and no/100 ($7,000.00)---------- Dollars, has been paid in cash by Richard D. Harrington and wife, Nancy J. Harrington the receipt of which is hereby acknowledged, and for the remainder Eighteen thousand and no/100 ($18,000.00)---------- Dollars, the said Richard D. Harrington and wife, Nancy J. Harrington have executed their promissory note of even date herewith, payable to the order of Jessie L. Atkins and wife, Lorene B. Atkins, promising to pay the principal sum of Eighteen thousand and no/100 ($18,000.00) Dollars in equal monthly installments of principal and interest of Three hundred eighty-two and 45/100 ($382.45) Dollars, said installments including enterest on the unpaid balance remaining from time to time unpaid at the rate of ten percent (10%) per annum, said payments to be applied first to interest at the rate aforesaid and the balance to principal.

The first of said monthly installments of principal and interest shall be due on March 1, 1982, and on the first day of each and every month thereafter until February 1, 1987, at which time the entire unpaid balance if not sooner paid shall be due and payable together with any accured interest due and payable on such date

all of said notes bearing ten per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Jessie L. Atkins and wife Lorene B. Atkins, Grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said Richard D. Harrington and wife, Nancy J. Harrington, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the Second Civil District of Davidson County, Tennessee being Lot No. 2 as shown on the Plan of Jessie Atkins Subdivision of record in Book 5369, page 810, Register's Office for Davidson County, Tennessee to which plan reference is here made for a more detailed description.

Being part of the same property conveyed to Jessie L. Atkins et ux, Lorene B. Atkins, from W. B. Phillips, et ux Bessie Phillips. Both deceased,by the Heirs at Law of the said W. B. Phillips et ux, Bessie Phillips, by Deed of record in Book 5369, Page 810, Register's Office for Davidson County, Tennessee.

The said Lot No. 2 Jessie Atkins Subdivision is being conveyed subject to taxes for the year 1982 which are being prorated at closing the payment of which is expressly assumed by Grantees, who agree to provide Grantors with paid receipts showing that the taxes have been paid each year until this installment deed is terminated, and subject to Grantors having the continued and unobstructed right of ingress and egress and use of the Barn thereon located until this installment deed is terminated.

This is unimproved (X) improved ( ) property, known as 5608 (House Number) Pettus Road (Street) P. O. Address: Antioch, Tennessee (City or Town) 37013 (Zip Code)

To Have and to Hold 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, except as set out herein.

We further covenant and bind ourselves heirs and representatives, to warrant and forever defend the title to 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 Richard D. Harrington and wife, Nancy J. Harrington,

do hereby transfer and convey unto Theodore H. Pailet, 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 Richard D. Harrington and wife, Nancy J. Harrington,

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 a sum agreeable to Grantors 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 interst 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 Richard D. Harrington and wife, Nancy J. Harrington 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 convey any interest in property without the prior written consent of Grantors, or 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; if 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 trust 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 Richard D. Harrington and wife, Nancy J. Harrington 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 Theodore H. Pailet, Trustee, shall be vested in said successor.

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 Jessie L. Atkins and wife, Lorene L. Atkins Grantors and Richard D. Harrington and wife, Nancy J. Harrington hereunto set our hands at Nashville, Tennessee, this the 12th day of February 1982

Jessie L. Atkins
Lorene L. Atkins
Richard D. Harrington
Nancy J. Harrington

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Melva H. Cline, a Notary Public in and for said County and State, the within named Jessie L. Atkins, Lorene L. Atkins and Richard D. Harrington and wife, Nancy J. Harrington

the 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 Nashville, Tennessee this 12th day of February, 1982

M. H. CLINE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Melva H. Cline, Notary Public.

Commission Expires January 22, 1984

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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

BOOK 5853 PAGE 337

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I 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 .

(over for additional acknowledgements)

G 8 0 2 5 4

IDENTIF. REFERENCE

FEB 18 2 41 PM '82

FELIX Z. HUTSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
Jessie L. Atkins et ux,

TO
Lorene B. Atkins

Richard D. Harrington et ux,
Nancy J. Harrington

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOILET CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard D. Harrington, et ux (NAME)	(same) (NAME)	
251 Wallace Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 173
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Par 143

THIS INSTRUMENT WAS PREPARED BY

Mail Theodore H. Paley, Attorney
1906 South St
Nashville, TN 37212

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 25,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF February, 1982.

Notary Public

MY COMMISSION EXPIRES: January 22, 1984

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5853 PAGE 338

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
			25000.00- CO	
			10000.00- MO	
			65.00 CO TX	
			16.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	93.50-
			3273A02/18/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G80254

IDENTIF. REFERENCE

FEB 18 2 41 PM '82

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

No. 867780