This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

William C. Gifford and wife,

Sue D. Gifford

TO

John F. Creek and wife,

Linda W. Creek

For draftsman's use

This instrument prepared by:
HUNTER SHORT, Attorney
1400 American Trust Building
Nashville, Tennessee 37201

BOOK 5897 PAGE 800

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John F. Creek, et ux (NAME)	Same (NAME)	Map 22
3299 Union Hill Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 132
Joelton, Tenn. 37080 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

G 9 5 4 5 3

CROSS REFERENCE

JUN 14 11 12 AM '82

REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$80,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF June, 1982.

Notary Public

MY COMMISSION EXPIRES: 4-22-84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Eighty Thousand and no/100---------- ($80,000.00) ---------- DOLLARS

of which $ 13,000.00 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 given William C. Gifford their Note of even date in the amount of Sixty-Seven Thousand and no/100 Dollars ($67,000.00), payable as therein set out.

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,

we, William C. Gifford and wife, Sue D. Gifford

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

John F. Creek and wife, Linda W. Creek

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

(see attached description)

It is understood and agreed that the 1972 Homette Mobile Home, Serial No. 4504, shall remain on the subject property as a part of the permanent improvements thereon and shall be a part of said real property.

This is ( ) unimproved ( ) improved property, known as ..... (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 for ever. 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 Hunter Short 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 Insurable Int 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; or 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 11th day of June 19 82.

William C. Gifford — John F. Creek
Sue D. Gifford — Linda W. Creek

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 William C. Gifford, Sue D. Gifford, John F. Creek and Linda W. Creek 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 11th day of June, 1982.

Terry L. Campbell, Notary Public. at Large

Commission expires 7-20-84

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 .

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

, Notary Public.

Commission expires .

Land in the 14th Civil District of Davidson County, Tennessee, described according to a loan survey made by Ragan-Smith & Assoc., Inc. dated July 2, 1976, as follows:

Beginning at a point in the northerly margin of Clay Lick Road, said point being the southwesterly front corner of property conveyed to Rebecca Grove by deed of record in Book 4816, page 626, Register's Office for Davidson County, Tennessee; thence leaving Clay Lick Road and with the westerly line of the Grove Property North 7 degrees W 130 feet, more or less, to a point, said point being the northwesterly rear corner of the Grove property; thence with the northerly line of the Grove property North 86 degrees East 173 feet to Grove's Northeasterly rear corner; thence with Grove's Easterly line South 29 feet to a point, said point being the northwesterly rear corner of the land conveyed to Charlie N. Hunter, by deed of record in Book 3223, page 567, Register's Office for Davidson County, Tennessee; thence with Hunter's Northerly line and continuing with the northerly line of property conveyed to John W. Tucker by deed of record in Book 4063, page 778, Register's Office for Davidson County, Tennessee, north 75 degrees East 310.6 feet, more or less, to a point in the westerly line of property conveyed to Borden P. McNeill by deed of record in Book 3340, page 427, Register's Office for Davidson County, Tennessee; thence with McNeill's westerly line and in a northerly direction 18 feet to a point, said point being the northwesterly rear corner of the McNeill property; thence with McNeill's northerly line and in a northeasterly direction 103.5 feet to a point, the northeasterly rear corner of the McNeill property; thence South and with McNeill's easterly line 20 feet, more or less, to a point, said point being the northwesterly rear corner of the property conveyed to Jimmy D. Ennis by deed of record in Book 4128, page 310, Register's Office for Davidson County, Tennessee; thence with Ennis's northerly line South 86 degrees East 100 feet to a point in the westerly line of the property conveyed to R. C. Ridley by deed of record in Book 1677, page 243, Register's Office for Davidson County, Tennessee; thence with Ridley's westerly line, North 4 degrees 21' East 462.5 feet to a point in the southerly line of property conveyed to W. H. Maddox by deed of record in Book 805, page 689, Register's Office for Davidson County, Tennessee; thence with Maddox's southerly line the following calls and distances: North 85 degrees W 221 feet to a point; South 23 degrees 15' West 345 feet to a point; South 87 degrees West 668 feet to a point in the easterly margin of Union Hill Road, said point also being Maddoxs southwesterly corner; thence with the easterly margin of Union Hill Road, South 11 degrees East 354 feet, more or less, to a point, the beginning of a curve to the left having a radius of 20 feet; thence around said curve and in a southeasterly direction 27.5 feet, more or less, to a point in the northerly margin of Clay Lick Road; thence with the said margin of said road, and in an eastwardly direction 225 feet, more or less, to the point of beginning, and containing 7.71 acres, more or less.

Being the same property conveyed to William C. Gifford, by deed from Terry Messick and wife, Hazel E. Messick, of record in Book 5865, page 752, Register's Office for Davidson County, Tennessee.

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

RECEIVED OF _____

FOR _____

BOOK 5897 PAGE 803

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
			80000.00- CO	
			67000.00- MO	
			208.00 CO TX	
			65.00 MO TX	
			.50 PRFEE	
			9.00 TDEED	
			CHECK	282.50-
			2403A06/14/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 9 5 4 5 3

IDENTIF. REFERENCE

JUN 14 11 13 AM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 886165