THIS INSTRUMENT PREPARED BY:
ROBERT L. DOZIER, ATTORNEY-AT-LAW
707 NASHVILLE CITY BANK BLDG
NASHVILLE, TENNESSEE 37201

Installment Deed

BOOK 5931 PAGE 361

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
LARRY P. MORTON ET UX (NAME)	SAME (NAME)	MAP 181 PAR. 170
2917 Brantley Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	FIELD BK. NO. 5D-31542
Antioch, Tenn. 37013 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE THOUSAND FIVE HUNDRED AND NO/100----------------------($25,500.00)------------------------ Dollars, of which SEVEN THOUSAND AND NO/100---($7,000.00)------------------ Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100--------------------($18,500.00)------------------------ Dollars,

LARRY P. MORTON and wife, SUSAN F. MORTON have executed

their note of even date herewith, payable to the order of W. H. WISENER and wife, PEGGY P. WISENER, in the principal sum of $18,500.00, plus interest at the rate of ten (10%) percent per annum and payable as set out therein, to which reference is hereby made for a more complete description thereof;

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed.
W. H. WISENER and wife, PEGGY P. WISENER
have this day bargained and sold, and do hereby transfer and convey unto the said
LARRY P. MORTON and wife, SUSAN F. MORTON, their ~~XXXXXXXXXXXXXXXXXX~~ heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND lying and being situated in the Fifth (5th) Civil District of Davidson County, Tennessee, and described as follows, to-wit:

DESCRIBED according to a survey by John B. Rainey, Surveyor #823, dated July 21, 1978, and known as Job No. 78-222 as follows:

BEGINNING at an iron pin on the easterly margin of Old Hickory Blvd., said iron pin being 200.00' as measured southwardly along the easterly margin of said road from the southwest corner of the E. M. Baker property of record in Deed Book 596, page 576, Register's Office for said County; thence leaving the easterly margin of the aforesaid Old Hickory Blvd. S 84 deg. 29' 38" E 1091.00' to an iron pin; thence S 2 deg. 11' 39" W 240.99' to an iron pin, said iron pin being the southeast corner of this tract; thence N 84 deg. 29' 38" W 1091.00' to an iron pin, said iron pin being on the easterly margin of aforesaid Old Hickory Blvd.; thence with the margin of Old Hickory Blvd. N 2 deg. 11' 39" E 240.99' to the point of beginning, containing 6.03 acres, more or less.

THE above described property is part of the same property conveyed to J. W. Wisener by deed of record in Book 1129, page 463, Register's Office for Davidson County, Tennessee, the said J. W. Wisener having

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is greater, for this transfer is $ 25,500.00
Larry P. Morton
Affiant
Subscribed and sworn to before me, this the 27 day of August 1982
My commission expires: 7/21/84
(Affix Seal)
Robert L. Dozier
Notary Public

unimproved ( )
This is improved ( ) property, known as .... (House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 said real estate to said Grantees, their (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto.............................., 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 $ .... 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 his interest may appear.

since died; and being the same property conveyed to W. H. Wisener and wife, Peggy P. Wisener by deed from Martha S. Wisener, et al of record in Book 5405, page 144, Register's Office of Davidson County, Tennessee.

The premises conveyed herein are subject to the restrictions of record in Book 5405, page 144, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description thereof.

This is unimproved (XX) improved ( ) property, known as 6.03 acres, more or less, Old Hickory Blvd.
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said LARRY P. MORTON and wife, SUSAN F. MORTON, their (XXXXXXXXX)XX *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 hereinabove and 1982 taxes.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* LARRY P. MORTON and wife, SUSAN F. MORTON, their XXXXXXXXXX *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 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 dollar paid in cash, receipt of which is acknowledged, the said LARRY P. MORTON and wife, SUSAN F. MORTON *hereinafter referred to as trustors, hereby transfer and convey unto* Robert L. Dozier, *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 $ 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 his 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 6 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 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 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. 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 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 indebtedness 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 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, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 27th *day of* August, *19* 82

H. O. 6 5 11 5

IDENTIF. REFERENCE

Aug 31 9 21 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

W. H. Wisener

Peggy P. Wisener

Larry P. Morton

Susan F. Morton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert L. Dozier, *a Notary Public in and for said County and State,* W. H. WISENER and wife, PEGGY P. WISENER and LARRY P. MORTON and wife, SUSAN F. MORTON

the within named 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, *Tennessee, this* 27th *day of* August *19* 82

Robert L. Dozier *Notary Public*

Commission expires 7/21/84

REGISTER'S OFFICE DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5931 PAGE 364

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
			25500.00- CO	
			16500.00- MO	
			66.30 CO TX	
			16.50 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	92.30-
6371	A06/31/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 6 5 11 5

IDENTIF. REFERENCE

Aug 31 9 21 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 922625