OFFICIAL RECEIPT

THIS INSTRUMENT PREPARED BY: Ronald B. Buchanan, Attorney at Law
271 West Main Street, Hendersonville, TN 37075

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
CHARLES E. WILES, ET UX, & STEVEN P. WILES, ET UX	SAME	42-16
(NAME:)	(NAME:)	Parcel 156
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5945 PAGE 968

FOR AND IN CONSIDERATION of the sum of Ninety-two Thousand Five Hundred Ten and 00/100 ($92,510.00)---------- *Dollars,*

of which Ten Dollars ($10.00) and other good and valuable consideration ~~Dollars~~, *has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ninety-two Thousand Five Hundred and 00/100 ($92,500.00)---------- *Dollars,*

CHARLES E. WILES and wife, MARY FRANCES WILES; and STEVEN P. WILES and wife, WILMA YVONNE WILES, *have executed* two promissory notes of even date, one payable to Homer E. Chance and the other payable to Randy E. Chance, each being in the amount of Forty-Six Thousand Two Hundred Fifty and 00/100 Dollars ($46,250.00), payable in monthly installments of Four Hundred Forty-six and 70/100 Dollars ($446.70) each for two hundred forty (240) months, including interest at the rate of ten percent (10%) per annum,

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, HOMER E. CHANCE and RANDY E. CHANCE, a partnership, hereinafter referred to as Grantors, *have this day bargained and sold, and do hereby transfer and convey unto the said* CHARLES E. WILES and wife, MARY FRANCES WILES, and STEVEN P. WILES and wife, WILMA WILES, hereinafter referred to as Grantees, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT #1:

BEING part of Lot No. 23 on the Map of the Douglas-Levine Subdivision, as of record in Book 547, page 44, Register's Office for said County, and described as follows:

BEGINNING at a point on the southerly margin of Woodruff Street, at the northwest corner of a part of said lot conveyed to Jesse G. Ashby by deed of record in Book 1320, page 628, said Register's Office; thence along the southerly margin of said street, westwardly 25.7 feet to the common corner of Lots 22 and 23; thence with the line between said two lots, southwardly 290 feet, more or less, to the common corner of Lots 20, 21, 22 and 23; thence with the line between Lots 20 and 23, eastwardly 100 feet to the common corner of Lots 23 and 24; thence northwardly 150 feet to the southeasterly corner of said Ashby tract; thence along Ashby's southerly line, westwardly 75 feet to the said Ashby's southwesterly corner; thence along said Ashby's westerly line, northwardly 150 feet to the point of beginning.

BEING the same property conveyed to Homer E. Chance and Randy E. Chance by deed from E. C. Chance and wife, Malinda Chance, of record in Book 4760, page 101, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 92,500.00

Subscribed and sworn to before me, this the 24 day of SEPT - 1984

Homer E. Chance
Affiant

My commission expires: 4-21-86
(Affix Seal)

Notary Public

TRACT #2: BOOK 5945 PAGE 969

LAND in Davidson County, Tennessee, being part of the northeast part of Lot No. 23 on the Map of Douglas-Levine's Subdivision at Madison, of record in Book 547, page 44, said Register's Office, described as follows:

SAID part of said part of Lot No. 23 fronts 74.4 feet on the southerly side of Woodruff Street, as newly relocated, and extends back 144.5 feet on the easterly line and 141 feet, more or less, on the westerly line, to a line in the rear on which it measures 75 feet.

BEING part of the same property conveyed to Randy E. Chance and Homer E. Chance, by deed from Joe Hice, Jr. and wife, Marie Hice, of record in Book 4981, page 559, Register's Office for Davidson County, Tennessee.

Buyer accepts said property with full knowledge of an encroachment by the adjoining property owner's loading dock.

Upon the sale, transfer or conveyance of the property secured hereby, or any part thereof, this indebtedness may be assumed upon approval by the holder of the transferee, which approval shall require an increase in the interest rate from ten percent (10%) to twelve percent (12%) per annum.

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,* except as of record.

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 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 GRANTEES ..... *hereinafter referred to as trustors, hereby transfer and convey unto* RONALD B. BUCHANAN, *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.

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.

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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 30 *day of* SEPT - , *19* 82

Homer E. Chance
HOMER E. CHANCE

Randy E. Chance
RANDY E. CHANCE

Charles E. Wiles
CHARLES E. WILES

Mary Frances Wiles
MARY FRANCES WILES

Steven P. Wiles
STEVEN P. WILES

Wilma Yvonne Wiles
WILMA YVONNE WILES

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* HOMER E. CHANCE and RANDY E. CHANCE

the within named 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* 24 th *day of* September *, 19* 82

Linda Davis
Notary Public

Commission expires 4-20-86

NOTARY PUBLIC

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* CHARLES E. WILES and wife, MARY FRANCES WILES, *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 Madison, Tennessee *this* 30th *day of* September, 19 82.

Linda Davis *Notary Public*

Commission expires 4-20-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* STEVEN P. WILES and wife, WILMA YVONNE WILES, *with whom I am personally acquainted, and who, upon oath, acknowledged* that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Madison, Tennessee, *this* 30th *day of* September, 19 82.

Linda Davis *Notary Public*

Commission expires 4-20-86

H I T 4 0 6

IDENTIF. REFERENCE

OCT 5 9 27 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

2505 10/05 343.50- CHECK

INSTALLMENT DEED

FROM

HOMER E. CHANCE and
RANDY E. CHANCE

TO

CHARLES E. WILES, ET UX,
MARY FRANCES WILES, and
STEVEN P. WILES, ET UX,
WILMA YVONNE WILES

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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

RECEIVED OF _____

FOR _____ BOOK 5945 PAGE 972

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
			92510.00- CO	
			92500.00- MO	
			240.50 CO TX	
			90.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	343.50-
2507A	10/05/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H-11406
Identification Reference
Oct 5 9:27 AM '82
Felix Z. Wilson II, Reg
Davidson County Tn

No. 903247