ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Marion B. Mitchell, et ux (NAME)	Same (NAME)	182-28
P. O. Box 363 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Antioch, Tennessee 37013 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

BOOK 5957 PAGE 313

FOR AND IN CONSIDERATION OF the sum of Twenty-Four Thousand and no/100 ($24,000.00)---------- DOLLARS of which $ 12,000.00 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 a promissory note of even date herewith in the original principal amount of Twelve Thousand ($12,000.00) Dollars, plus interest, payable in two (2) equal annual installments of Six Thousand ($6,000.00) Dollars, plus interest at the rate of twelve (12%) percent per annum, with the first of such installments being due and payable on the 1st day of August, 1983 and the final installment being due and payable on the 1st day of August, 1984. This note may be prepaid in full at any time without penalty.

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

James Gibbs Haswell, Jr.,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Marion B. Mitchell and wife, Deborah S. Mitchell

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

A tract of land in the 5th Civil District of Davidson County, Tennessee, described according to a survey made by Robert E. Francis, Surveyor dated June 25, 1980 revised September 29, 1982, as follows:

Beginning at a point in the centerline of Cain Ridge Road at a point in the northwest corner of Jerry C. Sailors property of record in Book 4900, page 909, said Register's Office; thence with the centerline of Cain Ridge Road North 6°12' East 411.78 feet to a point; thence South 82°20' East 1060.0 feet to a point; thence South 7°29' West 416.4 feet to a point; thence North 81°45' West 389.0 feet to a point; thence North 82°16' West 662.46 feet to the point of beginning.

Being part of the property conveyed to James Gibbs Haswell, Jr. by deed of record in Book 5912, page 99, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following: Easement referred to in deed of record in Book 2240, page 110, said Register's Office and right of way for roads as shown on survey. Title to that portion of the premises embraced within the bounds of any roads, streets or highways.

Property is improved unimproved XX property xxxxx bordering Cain Ridge Road, Davidson County, Tennessee (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 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 for 1982 taxes which are to be prorated and assumed by grantees and as otherwise noted herein. 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 one 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 Thomas E. Schoenheit 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 $ FMV until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies so 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:

OFFICIAL RECEIPT

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 day of

1982

James Gibbs Haswell, Jr.
James Gibbs Haswell, Jr.

Marion B Mitchell
Marion B. Mitchell

Deborah S. Mitchell
Deborah S. Mitchell

Commonwealth,

STATE OF ~~TENNESSEE~~ Kentucky

COUNTY OF ~~DAVIDSON~~ Jefferson

The actual consideration or value, whichever is greater, for this transfer is $ 24,000.00

James D. Haswell, jr
Affiant

Subscribed and sworn to before me, this the 27th day of October, 1982

My commission expires September 10, 1984 (Affix Seal)

Notary Public

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me Deborah S. Temple, a Notary Public in and for said County and State, the within named Marion B. Mitchell and Deborah S. Mitchell, the 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, Tn this 29th day of October, 1982

Commission Expires Jan. 13, 1986 Deborah S Temple Notary Public.

STATE OF Kentucky

COUNTY OF Jefferson

Personally appeared before me, Teresa Jane Thomas, a Notary Public in and for said County and State, the within named James Gibbs Haswell, Jr., the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at 1270 Bardstown Rd. Louisville Ky 40204 this 27th day of Oct, 1982.

Commission Expires: 3-14-83

Teresa Jane Thomas
Notary Public

mail

This instrument was prepared by:
Thomas E. Schoenheit, Manier, White, Herod, Hollabaugh & Smith, P.C.,
230 Fourth Avenue, North, 7th Floor, Nashville, TN 37219
Name Address

H 14919

INSTALLMENT DEED

FROM

TO

IDENTIF. REFERENCE

OCT 29 3 55 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Published by

Pioneer National Title Insurance Company
A Tcor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2200

FORM NO 1035 REVISED 1-75

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 5957 PAGE 315

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
			24000.00- CO	
			12000.00- MO	
			62.40 CO TX	
			10.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	78.90-
6943A	10/29/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 14919

IDENTIF. REFERENCE

OCT 29 3 55 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 907511