OFFICIAL RECEIPT

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David L. Shorten, et ux (NAME)	Same (NAME)	182-28
850 Richards Rd. Apt. N-12 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Antioch, TN 37013 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED BOOK 5965 PAGE 240

FOR AND IN CONSIDERATION OF the sum of Twenty-Five Thousand and no/100 ($25,000.00) DOLLARS

of which $ 6,000.00 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 Nineteen Thousand ($19,000.00) Dollars plus interest payable as follows: Forty-two (42) monthly installments in the amount of Five Hundred Fifty-Six and 24/100 ($556.24) Dollars, which includes principal and interest at the rate of twelve (12%) percent per annum. The first of such installments shall be due and payable on the 1st day of December, 1982, with the same to continue on the 1st day of each consecutive calendar month thereafter until the entire amount, both principal and interest, has been paid in full. This note, or any part thereof, may be prepaid at any time without penalty.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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 hereinconveyed

James Gibbs Haswell, Jr.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto David L. Shorten and wife, Patricia Shorten,

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 easterly margin of Cain Ridge Road 180.76 feet from the northwest corner of Sara Ledbetter Lynch property of record in Book 2963, page 189, said Register's Office; thence North 78°50'45" East 722.86 feet to a point; thence North 6°29'21" East 254.0 feet to a point; thence South 72°41'30" East 616.0 feet to a point; thence South 7°11'46" West 463.79 feet to a point; thence North 82°17'30" West 1253.5 feet to a point in the easterly margin of Cain Ridge Road; thence North 16°21' West 88.2 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.

This is improved property known as x (x) xxxxxbordering Cain Ridge Road, Davidson County, TN
(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 and 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 unincumbered, except for 1982 taxes which are to be prorated and assumed by grantee 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 fully 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 grantors herein do hereby transfer and convey unto Thomas E. Schoenheit, Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose aforesaid, to-wit: We, the said grantors 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, 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, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured thereon, 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

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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 grantors 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 4 day of Nov 1982.

James Gibbs Haswell
James Gibbs Haswell

David L. Shorten
David L. Shorten

Patricia Shorten
Patricia Shorten

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 25,000.00

David L. Shorten
Affiant

Subscribed and sworn to before me, this the 4 day of Nov 1982

My commission expires 1 Aug 1984 (Affix Seal)

Ronald S. Nunn
Notary Public

STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me Ronald S. Nunn a Notary Public in and for said County and State, the within named David L. Shorten & Patricia Shorten 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 this 4 day of Nov 1982

Commission Expires 1 August 1984 Ronald S. Nunn Notary Public

STATE OF Kentucky
COUNTY OF Jefferson

Personally appeared before me, Emma Jean Thomas, a Notary Public in and for said County and State, the within named James Gibbs Haswell, 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 1370 Dandridge Rd Louisville Ky this 10 day of Nov, 1982.

Commission Expires: 3-14-83

Emma Jean Thomas
Notary Public

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 17605

INSTALLMENT DEED

FROM

TO

IDENTIF. REFERENCE

RUSH

Nov 16 3 36 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Published by

Pioneer National Title Insurance Company
A Tenn Corporation
311 8th Avenue North
NASHVILLE, TENNESSEE 37203
Phone (615) 259-4200

OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 5965 PAGE 242

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	
			19000.00- MO	
			65.00 CO TX	
			17.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	88.50-
0308A	11/16/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 1 7 6 0 5

IDENTIF. T REFERENCE

Nov 16 3 36 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 910764