ADDRESS NEW OWNER:
Sam Miller
163 Greenfield Drive
Lavergne, Tennessee 37086

SEND TAX BILLS:
Same

MAP AND PARCEL NOS.
Map 105-4
Parcel 248

This instrument was prepared by Denney, Lackey & Chernau 218 Third Avenue North Nashville, Tennessee 37201 according to information supplied by the parties.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5983 PAGE 758

The actual consideration for this transfer, is $7,500.00. Howard E. Walker
Affiant

Subscribed and sworn to before me, this the 23rd day of August, 1982.

Linda Cantrell
Notary Public

My Commission expires: 10/20/85

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Seven Thousand Five Hundred and no/100ths ($7,500.00) Dollars of which $300.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed an installment deed note of even date herewith payable to the order of Howard E. Walker and wife, Joyce E. Walker in the original principal amount of $7,200.00 which, together with interest at the rate of twelve (12%) percent per annum is payable in equal monthly installments of $100.00 beginning September 1, 1982, and continuing each month thereafter until paid in full, 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, HOWARD E. WALKER AND WIFE, JOYCE E. WALKER hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto SAM MILLER herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th Ward of Nashville, Davidson County, Tennessee, on the east side of Fairfield Avenue, South 55 feet of Lot No. 1 in the George Shields Second Addition to South Nashville, which plan is recorded in Book 57, page 110, Register's Office for Davidson County, Tennessee, to which reference is hereby made.

Part of said Lot fronts 55 feet on the east side of Fairfield Avenue and runs back between parallel lines 50 feet to a dead line.

Being the same property conveyed to Howard E. Walker and wife, Joyce E. Walker by deed from Haywood Realty Company, a Tennessee Corporation of record in Book 5270, page 943, Register's Office for Davidson County, Tennessee.

This is improved property, known as 21 Fairfield Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his 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 a letter from the Department of Codes Administration, dated June 6, 1979, as of record in Book 5455, page 627, Register's Office for Davidson County, Tennessee, a Deed of Trust of record in Book 5770, page 68, said Register's Office, and an Installment Deed of record in Book 5270, page 943, said Register's Office, which indebtedness the grantors, their heirs and assigns hereby agree to pay when and as due and it being understood that the grantee, his heirs and assigns, does not assume said existing indebtedness and specifically does not agree to pay it, it being the understanding that grantors shall at all times be responsible for the payment of said existing Installment Deed when and as due; however, it is further understood and agreed that should grantors default in the payment of said existing indebtedness, then grantee shall have the option or right, but not the duty, to pay the amounts due or past due thereon and to deduct such payments from the amounts next due to grantors from grantee and likewise grantee shall have the option or right to cure any other default under said existing indebtedness but not the duty to do so, in the event grantors fail to correct or cure any such default. Grantee shall not pay the first mortgage so long as there is no default by grantors.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said Sam Miller, his 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 nonpayment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, I the said grantee herein do hereby transfer and convey unto Thomas T. Pennington, Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. I, the said grantee 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 $7,500.00 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. I 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 I 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 I, the said grantee, 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 I 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; I 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 publication 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. I 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. I 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 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 grantee herein, his 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.

SPECIAL PROVISIONS

1. Grantee assumes the obligation for payment of all 1981 and 1982 real property taxes.

2. Grantee shall not have the right to prepay the indebtedness secured by the installment lien created herein until the prior installment indebtedness is paid in full, after which time the indebtedness secured herein may be paid in full.

3. The vendor's lien retained herein shall constitute and does constitute a "wrap around" mortgage, and grantors, their heirs, successor and assigns reserve the right, but not the duty, to prepay in part or in full the existing prior installment indebtedness at any time, and under any conditions, without the approval of grantee, his heirs, successor and assigns, and at the sole discretion of grantors, their heirs, successor and assigns.

4. Grantee is taking this conveyance subject to the encumberance of the Deed of Trust of record in Book 5770, page 68, Register's Office for Davidson County, Tennessee, and grantors agree to indemnify grantee and hold him harmless from any and all liability, loss, or damage he may incur or suffer as a result of the enforcement by the holder and owner of said Deed of Trust, its successors and assigns, of the rights and privileges granted it therein, but not to exceed the amount of the consideration actually paid by grantee to grantors herein.

IN WITNESS WHEREOF, we, the said grantors and grantee, have hereunto set our hands this the 23rd day of August, 1982.

Howard E. Walker

Joyce E. Walker

Sam Miller

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 Howard E. Walker and wife, Joyce E. Walker, 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 23rd day of August, 1982.

Linda Cantrell
Notary Public

My Commission expires:

10/20/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sam Miller, 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 Nashville, Tennessee, this 26th day of August, 1982.

Sam M Howell
Notary Public

My Commission Expires:

Commission Expires Oct. 21, 1984

H 2 3 4 1 5

IDENTIF. REFERENCE

DEC 29 11 01 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 5983 PAGE 762

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
			7500.00- CO	
			7200.00- MO	
			19.80 CO TX	
			5.20 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	37.20-
7932	12/29/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 3 4 1 5.

IDENTIF. REFERENCE

Dec 29 11 01 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 918121