This Instrument Prepared By:
J. Michael Franks, Attorney
700 Metropolitan Federal Building
Nashville, Tennessee 37219

Installment Deed

BOOK 6001 PAGE 110

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Donald Lee White and wife, Arlene C. White 4403 Prescott Road Nashville, TN 37204	Same (NAME:) (STREET ADDRESS) (CITY) (ZONE) (STATE)	To be assigned
(STREET ADDRESS OR ROUTE NUMBER) (CITY) (P. O. ZONE) (STATE)		

FOR AND IN CONSIDERATION of the sum of Four Hundred Eight Thousand & Ten and 00/100 ($408,010.00) *Dollars, of which* Ten and 00/100 ($10.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Four Hundred Eight Thousand and 00/100 ($408,000.00) *Dollars,* Donald Lee White and wife, Arlene C. White (hereinafter sometimes the "Grantees") *have executed* a Promissory Note in the original principal amount of Four Hundred Eight Thousand and 00/100 ($408,000.00) Dollars at no interest and payable in one hundred twenty (120) consecutive monthly installments of principal in the amount of Three Thousand Four Hundred and 00/100 ($3,400.00) Dollars, said installments of principal commencing on January 31, 1983 and continuing thereafter on the last day of each month until such Note is paid in full.

together with any extensions, renewals or modifications of said Note

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, Irene Ward White

have this day bargained and sold, and do hereby transfer and convey unto the said Grantees, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 408,010.00

Subscribed and sworn to before me, this the 27th day of January 1983

Affiant

My commission expires Jan. 13, 1986 (Affix Seal)

Notary Public

STATE OF TENNESSEE • 83 • TEMPLE

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 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* J. Michael Franks, *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 $ FMV *, 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 Registers 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.

Witness our *hand this* 24 *day of* Jan. *1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Arlene C. White — Irene Ward White

Arlene C. White — Irene Ward White

Donald Lee White

Donald Lee White

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me C. R. Eckhard, *a Notary Public in and for said County and State,* Irene Ward White

the within named bargainor, with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 24th *day of* January, *19*83

Commission expires April 17, 1983 — C. R. Eckhard *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, C. R. Eckhard, *a Notary Public of the State and County aforesaid, personally appeared* Donald Lee White and wife, Arlene C. White, *with whom I am personally acquainted, and who, upon oath, acknowledged* that they *the within named bargainor, executed the foregoing instrument for the purpose therein contained,*

Witness my hand and seal, at office in Nashville, Tennessee *this* 24th *day of* January, *19*83

Commission expires April 17, 1983 — C. R. Eckhard *Notary Public*

INSTALLMENT DEED

FROM
IRENE WARD WHITE

TO
DONALD LEE WHITE and wife, ARLENE C. WHITE

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005-HESSEY 8-1-75

EXHIBIT "A"

Lots Nos. 1, 2, 3, 4, 5, 6, 7 and 8 of Block "Y", on the Second Revised Plan of the Highlands of Belle Meade No. 2, Blocks Y and Z, of record in Book 1130, page 63, said Register's Office, to which reference is here made for a more complete and accurate description.

Being a part of the property conveyed to M. L. McMakin, Trustee, by deed from E. E. Murrey and wife, of record in Book 1300, page 397, said Register's Office.

Said property above described is conveyed subject to the agreement as to water rights as set out in the deed of record in Book 326, page 452, said Register's Office; reservation for a right-of-way for the present watermain which crosses a part of the property, the watermain leading from what is known as the Cheek Spring House on the west side of Highway No. 100 to what is generally known as Cheekwood, with the right of ingress and egress over the property to repair the watermain; restrictive covenants of record in Book 1303, page 693, said Register's Office, and additional restrictions of record in Book 1357, page 41, said Register's Office, which last named restrictive covenants apply to Blocks A, B, C and D, only as shown on the plan of record in Book 1130, page 62, said Register's Office; and said property is further conveyed subject to all the zoning laws now in effect in Davidson County, Tennessee, and all the rules and regulations of the Planning and Zoning Commision of Davidson County, Tennessee.

Being the same property conveyed to Irene Ward White from M. L. McMakin, Trustee, by Installment Deed of record in Book 1336, page 259, Register's Office of Davidson County, Tennessee.

Being lots nos. 9, 10, 11, 12 and 13 of Block "Y" on the 2nd Revised Plan of Highlands of Belle Meade No 2, as of record in Book 1130, page 63, Register's Office for said county.

Said lots nos. 9, 10, 11, 12 and 13 front together 125 feet on the easterly side of State Highway No. 100 and run back 229.22 feet on the northerly line and 227.37 feet on the southerly line to an alley, measuring 141.16 feet thereon.

BEING the same property conveyed to Irene Ward White from James H. Lawson and wife, Dollie L. Lawson, by Warranty Deed of record in Book 2021, page 635, Register's Office of Davidson County, Tennessee.

RUSH

IDENTIF. REFERENCE

FEB 1 3 49 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

H 2 9 0 8 1

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

RECEIVED OF _____

FOR _____ BOOK 6001 PAGE 113

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
			408101.00- CO	
	VD	408101.00	408101.00 CO	
			408010.00- CO	
			406000.00- MO	
			1060.80 CO TX	
			406.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 1476.30	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 9 0 8 1

IDENTIF. REFERENCE

FEB 1 3 45 PM '03

FELIX Z. WILSON CR REGISTER
DAVIDSON COUNTY, TN

No. 927032