This instrument was prepared by James R. Wyatt, 100 39th Ave. No. Nashville, Tenn.

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Lester Varden	same	Map 77 par 19
(NAME)	(NAME)	
Route 2 Box 207 Cub Creek Rd.	BOOK 6051 PAGE 858	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn.		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

Forty Five Thousand ($45,000.00) - - - - - *Dollars,*

of which

Ten Thousand ($10,000.00) - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

Thirty Five Thousand ($35,000.00 - - - - - - - - - - - - - *Dollars,*

William Lester Varden and wife Nancy Gann Varden have executed their promissory note of even date herewith for $35,000.00 payable to the order of Charles Gardner and wife Lois Gardner in 84 monthly installments of $581.05, which includes principal and interest at the rate of 10% per annum; the first installment falling due one month from date and the others on the same day of each month thereafter until said note is paid in full. Privilege is reserved of paying any number of said monthly payments, or this note may be paid in full after three (3) years from date.

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, we, Charles Gardner and wife Lois Gardner

have this day bargained and sold, and do hereby transfer and convey unto the said

William Lester Varden and wife Nancy Gann Varden,

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 8th. formerly 12th. Civil District of Davidson County Tennessee, described as follows:
Beginning at a large elm in the south boundary line of a 25-acre tract conveyed by Adkison to L. N. Cullum by deed in book 185, page 178, Register's Office for said County; running thence with the south line of said 25-acre tract, south 88-½ degrees east 48.4 poles to a hickory, being the southwest corner of a 22-acre tract conveyed to L. N. Cullum by deed in book 190, page 104, said Register's Office; running thence with the south line of said 22-acre tract, as follows: south 30 degrees east 10 poles; south 55 degrees east 6.12 poles ; south 49½ degrees east 7.68 poles; south 54 degrees east 8 poles; south 69 degrees east 7.48 poles; south 75-¼ degrees east 7.48 poles; north 86-½ degrees east 12.8 poles; north 82-3/4 degrees east 8 poles to the southeast corner of said 22-acre tract; thence with the east line of said tract, north 4 degrees east 8 poles to a hickory, Lovell's southwest corner; thence with Lovell's line as follows: south 63 degrees east 32 poles to a tan oak; south 8 degrees east 24 poles to a small red oak and stone; south 87 degrees east 22 poles to a stake and pointer; south 69½ degrees east 12 poles to a black oak, Lovell's south corner; thence leaving Lovell's line, and running south one degree west 22 poles to a red oak; thence south 40 degrees west 17 poles to a hickory (gone); thence south 4 degrees west 29 poles to a red oak; thence south 43 degrees west 28 poles; thence south 8 degrees west 19½ poles to an elm; thence south 72 degrees west 24½ poles to a large red oak; thence north 44½ degrees west 3.28 poles to an oak;

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 45,000.00

Subscribed and sworn to before me, this the 5th day of May 19 83.

William Lester Varden
Affiant

My commission expires: July 17 1983
(Affix Seal)

J. R. Wyatt
Notary Public

thence north 25 degrees west 20 poles to a chestnut oak; thence north 42 degrees west 16 poles to a red oak; thence north 22 degrees west 11 poles to a red oak; thence north 79 degrees west 22 poles to an oak; thence north 63 degrees west 34 poles to a chestnut oak; thence north 78 degrees west 14 poles to a red oak; thence north 44 degrees west 9½ poles to a white oak; thence north 1 degree west 24 poles to a red oak; thence north 48 degrees west 18 poles to a red oak; thence north 4 degrees west 24⅕ poles to a red oak; thence north 32 degrees west 20 poles to a dead hickory; thence north 8⅕ degrees east 15 poles to an oak; thence north 38 degrees east 15 poles to the beginning, containing 100 acres more or less.

Together with an easement for a right-of-way as set out in the right-of-way deed from L. H. Cullum to W. Dozier, of record in book 189, page 137, Register's Office for said County.

The above description includes but excludes the right-of-way containing 1/3 of an acre more or less conveyed by O. H. Greer and wife , to L. H. Cullum by deed of record in book 358, page 351, said Register's Office.

Being the same property conveyed to Charles Gardner and wife Lois Gardner by deed from Manuel Frank Armstrong and wife of record in book 4371, page 390, said Register's Office.

This is unimproved ( ) improved (X) property, known as Cub Creek Road Nashville, Tenn.
(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 William Lester Varden and wife Nancy Gann Varden *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 taxes for the year 1983, which are pro-rated and assumed by grantees.

We *further covenant and bind* ourselves our *heirs and representatives, to warrant and forever defend the title to said real estate to said* William Lester Varden and wife Nancy Gann Varden *(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 William Lester Varden and wife Nancy Gann Varden *hereinafter referred to as trustors, hereby transfer and convey unto* James R. Wyatt, *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.

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.

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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 5th *day of* May, *19* 83.

H 46146

IDENTIF. REFERENCE

MAY 5 11 39 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Charles K Gardner

Lois H. Gardner

William Lester Varden

Nancy Gann Varden

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. R. Wyatt, *a Notary Public in and for said County and State,* Charles Gardner and wife Lois Gardner and William Lester Varden and wife Nancy Gann Varden

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 Nashville, Tennessee *this* 5th *day of* May, *19* 83.

Commission expires July 17, 1983

J. R. Wyatt
Notary Public

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

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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
			45000.00- CO	
			35000.00- MO	
			117.00 CO TX	
			33.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 159.50	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

R 4 6 1 4 6

IDENTIF. REFERENCE

MAY 5 11 39 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 946954