INSTALLMENT DEED

BOOK 6065 PAGE 845

For and in Consideration of the sum of Thirty Thousand One and No/100----------

-----($30,001.00)---------- Dollars,

of which One----------($1.00)---------- Dollars,

has been paid in cash by Naomi Patterson

the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand ($30,000.00)

---------- Dollars,

the said Naomi Patterson has executed her one promissory note of even date herewith in the principal sum of $30,000.00, bearing interest at the rate of 10% per annum, payable to the order of Charles E. Binkley and Dorothy Mai Binkley, payable in monthly installments of $289.51 each, commencing February 1, 1983 and continuing in a like sum on the 1st day of each succeeding month until fully paid, both principal and interest, payments when made will be applied first to interest due, balance to principal.

A late charge in the sum of 5% will be charged and paid on any monthly payments not made on or before 15 days after due date.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Charles E. Binkley and wife, Dorothy Mai Binkley,

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have this day bargained and sold, and do hereby transfer and convey unto the said Naomi Patterson her heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, beginning at an iron pin near the north side of a paved road running north of Ray's Lake and in the line of the property owned by the State of Tennessee, known as Marrowbone Lake in the 14th Civil District of Davidson County, Tennessee, running thence south 61 degrees 30' west 100 feet to a point; thence south 47 degrees 65" to a point; thence south 36 degrees 30' west 240 feet to a point; thence south 49 degrees west 200 feet to a point; thence south 51 degrees 15' west 300 feet to a point; thence south 43 degrees 45' west 225 feet to a point; thence south 55 degrees 30' west 200 feet to a point; thence south 36 degrees west200 feet to a point; thence south 22 degrees west 61 feet to a point; thence south 64 degrees 30' west 57 feet to an iron pin, being the southwesterly corner of a tract of land containing .69 acres, more or less, recently conveyed to B. L. Ray; thence north with the westerly line of the B.L. Ray tract north 29 degrees 30' west 14 feet to a point in the B.L. Ray line; thence north 62 degrees 30' west 81 feet to a point; thence south 83 degrees 30' west 165 feet to a point; thence south 75 degrees west 85 feet to a point in the line of the Zietland property; thence south 54 feet to the center of Marrowbone Creek; being the line between the Ray property and the Zietland property; thence south 74 degrees east 139 feet to a point; thence south 43 degrees 30' east 214 feet crossing a paved road to a point; thence south 64 degrees 30' east 250 feet to a point; thence south 79 degrees east 247 feet to a point; thence south 55 degrees 53'' east 120 feet to a point; thence north 39 degrees 30' east 613 feet to a point; thence north 24 degrees 7' east 287 feet to a point; thence north 49 degrees 19' east 44.2 feet to a point; thence north 74 degrees east 170 feet to a point; thence north 54 degrees west 62 feet to a point; thence north 61 degrees west 107 feet to a point; thence north 64 degrees west 98 feet to a point; being 247 feet from a pointed mark on a rock; thence north 6 degrees west 50 feet to the point of beginning, containing 12½ acres, more or less, in the 14th Civil District of Davidson County, Tennessee, according to an unrecorded plat prepared by George W. Watkins, Surveyor, September 23, 1950, and being a part of a tract of land of record in Book 1108, Page 684, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Charles E. Binkley and wife, Dorothy Mai Binkley, by deed from Annie J. Jackman, of record in Book 3646, Page 534, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as Tract of Land in 14th CD, Davidson County, Tenn.

(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Neoni Patterson her 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said grantee her 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 non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, I, the said grantee

do hereby transfer and convey unto J. A. Carney, Trustee, Trustee his successors 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 $ Ins. Int. 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 interst 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 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. 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 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:

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 Mortgagor 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 J.A. CARNEY, Trustee, shall be vested in said successor.

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 CHARLES E. BINKLEY, DOROTHY M BINKLEY and NAOMI PATTERSON hereunto set our hands at NASHVILLE, Tennessee, this the 2 day of Feb. 1983

X Charles E Binkley

X Dorothy M. Binkley

X Naomi Patterson

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STATE OF TENNESSEE
Davidson County

Personally appeared before me, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County and State, the within named CHARLES E. BINKLEY DOROTHY M. BINKLEY AND NAOMI PATTERSON

the bargainor, 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 2 day of FEB., 1983

Commission Expires 8/22/84

M L Rainwater, Notary Public.

L. RAINWATER NOTARY PUBLIC DAVIDSON CO.

STATE OF_____
_____**County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named_____

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

Witness my hand and official seal at_____this_____

day of_____, 19____

_____, Notary Public.

Commission Expires_____

OFFICIAL RECEIPT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 6065 PAGE 848

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared ....., with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be ..... of the ....., the within named bargainor, a corporation, and that ..... he as such ....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in .....,

this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

1150
05/31 13:50 CHECK

H 5 0 8 3 4

IDENTIF. REFERENCE

MAY 31 10 12 AM '83

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM
Charles E. Binkley et ux

TO
Naomi Patterson

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOOLEY CO. - NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Naomi Patterson (NAME)	Same (NAME)	Map 20
568 Rosedale Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 8
Nashville, Tennessee 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14D(47050)

THIS INSTRUMENT WAS PREPARED BY

J. A. Carney, Atty
Stahlman Building
Nashville, Tenn. 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 30,000.00 James A. Carney
(Affiant)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2 DAY OF January Feb, 1983.

M L Randall
Notary Public

MY COMMISSION EXPIRES: 6/22/84

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

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
			30000.00- CO	
			30000.00- MO	
			78.00 CO TX	
			28.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 118.50-	
			1150A05/31/83 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H50834.

T
IDENTIF. REFERENCE

MAY 31 10 12 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 952524