THIS INSTRUMENT PREPARED BY:
JOHN L. VAN CLEAVE
18th Floor, First American Center
Nashville, Tennessee 37238

BOOK 6084 PAGE 193

179.50 CHECK

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MR. AND MRS. JOHN HAYS 270 Hydes Ferry Pike Nashville, TN 37218	SAME	MAP 67 PARS. 5 & 6 13D 45010 13D 45015

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $55,000.00.

John Hays
Affiant

SUBSCRIBED AND SWORN to before me this 29Th day of June, 1983.

Carol D. Ashley
Notary Public

My Commission Expires:
10/20/85

FOR AND IN CONSIDERATION of the sum of Fifty-Five Thousand Dollars ($55,000.00), of which Thirty-Five Thousand Dollars ($35,000.00) has been paid in cash by JOHN HAYS and wife TERESA HAYS ("Grantees"), the receipt of which is hereby acknowledged, and for the remainder of which the said Grantees have executed an installment note of even date payable to the order of RUSSELL WARDEN RUNNELS and SHIRLEY ELAINE RUNNELS CHANEY ("Grantors") in the principal sum of Twenty Thousand Dollars ($20,000.00) payable in installments as follows: Monthly installments including principal and interest each in the amount of Two Hundred Twenty-One and 24/100 Dollars ($221.24) commencing on the 29th day of July, 1983, and continuing on the same day of each month thereafter for a total of sixty (60) such monthly payments until June 29, 1988, at which time the then entire unpaid balance of prinicpal and interest owing pursuant to the said Note in the amount of Nineteen Thousand Six Hundred Sixteen and 32/100 Dollars ($19,616.32) shall be due and payable; provided, however, that if the Grantees should earlier convey any part or all of either their legal or equitable interest in the real estate herein conveyed without the prior consent of Grantors, the then entire balance, including but not limited to principal, interest and all other expenses owing pursuant to the said Note, shall be at once due and payable.

We, RUSSELL WARDEN RUNNELS and SHIRLEY ELAINE RUNNELS CHANEY ("Grantors") have this day bargained and sold, and do hereby transfer and convey unto the said Grantees certain real estate in Davidson County, Tennessee and more particularly described in Exhibit A to this Installment Deed.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple; that we have a

good right to convey it; and that the same is encumbered, except for taxes for the current year which are hereby prorated and assumed by Grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and to forever defend the title to the said real estate to said Grantees, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of the said Note, and rendering unnecessary Court proceedings for the enforcement of said Note and the liens which secure it in the event of any default in payment of the said Note, or in the event of any default in the condition of the said Note or this Deed, as hereinafter provided, and for the consideration of One Dollar ($1.00) to us in hand paid, we, the said Grantees herein do hereby transfer and convey unto JOHN L. VAN CLEAVE, TRUSTEE, his successors and assigns, the realty described in Exhibit A hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. We, the said Grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property insured against fire, flood, wind, or other casualty by some reliable insurance company or companies for at least the sum of Twenty Thousand Dollars ($20,000.00) until the said Note is fully paid, to cause the Trustee, as his interest may appear, to be named as the loss payee of all such insurance policies, to timely pay all premiums due for such insurance; and, upon reasonable demand, to furnish to the Grantors or the Trustee proof of such insurance and payment of premiums. We further agree to keep the improvements on the said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case we fail to timely pay such insurance premiums, taxes, or assessments, then the said Trustee, or the lawful owner and holder of the said Note, 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 at the maximum legal rate of interest. Now, if we, the said Grantees, shall pay the Note aforesaid and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. But if we default in the making of any payment pursuant to the Note, 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 Note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said Note within thirty (30) 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 Note, the balance of such Note 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 (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the courthouse in said county to the highest bidder for cash, at the 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 Grantors or the then lawful owner and holder of the said Note may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after any default in the payment of the said Note, 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 immediately entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of a sale hereunder the proceeds will be applied by the Trustee as follows:

(1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien note or 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, but excluding the expense of ejecting persons from the realty in order to retake it;

(2) To the payment of all taxes which may be unpaid on said premises;

(3) To the payment of the unpaid balance of the Note herein secured, including principal and interest, and any and all sums expended in the protection of said property, as herein authorized;

(4) The residue, if any, will be paid to the Grantees herein.

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 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.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlmeent in relation to his trusteeship.

Any act, failure to act or failure to enforce any condition of this Deed or the said Note by the Trustee, the Grantors, or the lawful owner and holder of the Note shall not be construed as a waiver of any such condition or requirement.

RUBY R. RUNNELS, wife of RUSSELL WARDEN RUNNELS, GEORGE W. CHANEY, husband of SHIRLEY ELAINE RUNNELS CHANEY, and RUTH C. RUNNELS, surviving wife of CLARENCE H. RUNNELS, deceased, do hereby join in the provisions of this Installment Deed for the sole purpose of transferring and conveying unto the said Grantees, any and all rights, title and interest that they or any of them may have in the foregoing described property by reason of their marital status, or otherwise.

Each of the undersigned other than the Grantees conveys, covenants and warrants each for himself or herself and not one for the other.

WITNESS our hands this 29th day of June, 1983.

Russell Warden Runnels
RUSSELL WARDEN RUNNELS

Ruby R Runnels
RUBY R. RUNNELS

Shirley Elaine Runnels Chaney
SHIRLEY ELAINE RUNNELS CHANEY

George W. Chaney
GEORGE W. CHANEY

Ruth C Runnels
RUTH C. RUNNELS

John Hays
JOHN HAYS

Teresa Hays
TERESA HAYS

John L. Van Cleave
JOHN L. VAN CLEAVE, TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, RUSSELL WARDEN RUNNELS and wife, RUBY R. RUNNELS, the within named 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 29th day of June, 1983.

Carol D. Axley
Notary Public

CAROL D. AXLEY NOTARY PUBLIC AT LARGE STATE

My Commission Expires:
10/20/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, GEORGE W. CHANEY and wife, SHIRLEY ELAINE RUNNELS CHANEY, the within named 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 29th day of June, 1983.

Carol D. Oakley
Notary Public

My Commission Expires:
10/20/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, JOHN HAYS and wife, TERESA HAYS, the within named 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 29th day of June, 1983.

Carol D. Oakley
Notary Public

My Commission Expires:
10/20/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, RUTH C. RUNNELS, 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 29th day of June, 1983.

Jean Brewer
Notary Public

My Commission Expires:
10/12/86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, JOHN L. VAN CLEAVE, TRUSTEE, the within named 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 29th day of June, 1983.

Carol D. Oakley
Notary Public

My Commission Expires:
10/20/85

"EXHIBIT A"

DESCRIPTION OF PROPERTY CONVEYED:

Tract 1

Land in the 13th, formerly the 25th, Civil District of Davidson County, Tenenssee, being part of Lot No. 2 on the Map of the lands of the Jerome B. Hyde and Richard R. Hyde Estates, as of record in Minute Book "I", pages 472 and 473, County Court for said County, described as follows:

Beginning at a point on the northerly margin of Hydes Ferry Pike at the southwest corner of a part of said Lot No. 2 conveyed to Paul M. Ross and wife, by Lucille Gupton Meadows and husband, by deed of record in Book 2140, page 213, Register's Office for said County; thence with the northerly margin of said Pike, southwestwardly 420 feet to the westerly line of said Lot No. 2 and the easterly line of Lot No. 3 on said plan; thence with the line between said Lots Nos. 2 and 3, northwestwardly 820 feet; thence northeastwardly 210 feet; thence southeastwardly and parallel with said line between Lots Nos. 2 and 3, 610 feet; thence northeastwardly 210 feet to the northwest corner of said Ross Property; thence with the western boundary line of said Ross Property, southeastwardly 210 feet to the beginning.

Being the same property conveyed to C. H. Runnels and wife, L. Marie Runnels by deed from Eugene Williams and wife, Beatrice M. Williams, of record in Book 2490, page 577, Register's Office for Davidson County, Tennessee.

Tract 2

Land in the 13th Civil District of Davidson County, Tennessee, described according to a survey made by Z. J. Wilkinson, Surveyor, November 29, 1961, as follows:

Beginning at the northeast corner of the property conveyed to C. H. Runnels, by deed of record in Book 2490, page 577, Register's Office for said County; thence north 63 deg. 00' east 210 feet to an iron pin; thence south 22 deg. 40' east 610 feet to an iron pin; thence south 63 deg. west 210 feet to an iron pin; thence north 22 deg. 40' west 610 feet to the point of beginning.

Being the same property conveyed to Clarence H. Runnels and wife, L. Marie Runnels, by deed from Charles Douglas McDonald, Jessie Everette Mullins and Marjorie Fay Gray being the surviving heirs at law of Hautie M. McDonald of record in Book 3315, page 473, Register's Office for Davidson County, Tennessee.

The said Clarence H. Runnels (being one and the same person as C. H. Runnels) and wife, L. Marie Runnels having since died, she having pre-deceased him. By Will of Clarence Herbert Runnels (being one and the same person as Clarence H. Runnels and C. H. Runnels) of record in Will Book 131, page 286, Probate Court for Davidson County, Tennessee, said property was devised to Russell Warden Runnels and Shirley Elaine Runnels Chaney.

H 5 6 8 4 6
IDENTIF. REFERENCE
JUN 29 10 31 AM '90
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN
RUSH

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____ BOOK 6084 PAGE 199

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
	CO	55,000.00		
	MO	20,000.00		
	CO TX.	143.00		
	MO TAX.	18.00		
	PR.	.50		
	REC.	18.00		
			179.50 CHECK	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 56846

IDENTIF. REFERENCE

JUN 29 10 31 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 959555