INSTALLMENT DEED

Address New Owners:	Send Tax Bills to:	Map-Parcel Nos.
JOHN A. GADDY 309 MONACO DR. NASHVILLE, TENNESSEE	SAME	75-6 #121 40-34923

STATE OF TENNESSEE
COUNTY OF _____

I hereby swear or affirm that the actual consideration or true value of this transfer whichever is greater, is $ 75,250.00.

John A. Gaddy
Affiant

Subscribed and sworn to before me this 18th day of January, 1988.

Patsy P. Gillespie
Notary Public
My Commission Expires: April 19, 1987

This Instrument Prepared By:
GORDON, BOTTORFF, WATERS & LITTLE, Attorneys at Law
Maryland Manor
5201 Maryland Way
Brentwood, Tennessee 37027
(615) 373-4242

mail

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FOR AND IN CONSIDERATION of the sum of SEVENTY FIVE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS ($75,250.00) of which FIVE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS ($5,250.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining SEVENTY THOUSAND DOLLARS ($70,000.00) JOHN A. GADDY, an unmarried person, the Grantee herein, has executed his promissory note of even date herewith in the amount of SEVENTY THOUSAND DOLLARS ($70,000.00), payable to the order of HALL & COPE, a Tennessee Partnership, in monthly installments of SIX HUNDRED AND TWENTY SEVEN DOLLARS AND TWENTY EIGHT CENTS ($627.28) for 119 months and a final installment of SIXTY THREE THOUSAND NINE HUNDRED AND SEVENTY EIGHT DOLLARS AND NINETY SIX CENTS ($63,978.96), being due on the fifteenth day of July, 1993. Payments under the terms of said promissory note to be amortized at the rate of 10¼% per annum until both principal and interest has been paid in full, and said promissory note providing for payment of attorney's fees, and to secure the payment of said indebtedness principal, interest, and attorneys fees, a lien is expressly retained on the land herein conveyed, therefore, we JOHN HALL AND JACOB A. COPE d/b/a HALL & COPE, a Tennessee Partnership have this day bargained and sold, and do hereby transfer and convey unto the said JOHN A. GADDY, an unmarried person, his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 18 on the Plan of Hermitage Estates, Section 5, as of record in Book 4175, Page 67, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed by Charmissa J. Butts and Walter Butts to John Hall and Jack Cope d/b/a Hall & Cope, a Tennessee Partnership, of record in Deed Book 5632, Page 363, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title, and interest thereto belonging to the said JOHN A. GADDY, his heirs and assigns, forever. The grantor covenant that it is 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 by a lien created by an instrument of record in Book 5173, Page 272, Register's Office of Davidson County, Tennessee. It is expressly understood and agreed by the parties hereto that this conveyance is subject to the terms and conditions of said instrument and the indebtedness secured by said instrument, and the same is incorporated herein by reference as if copied herein verbatim. It is further expressly agreed and understood by the parties hereto that the grantors will remit and pay the indebtedness secured by said instrument from the payments remitted to grantors by the grantee in this instrument, and if the grantor does not remit the payments on the indebtedness secured by this instrument the grantees may in their sole discretion not make payments on the indebtedness secured by the said instrument recorded in said Book 5173, Page 272, Register's Office, Davidson County, Tennessee. It is further expressly agreed and understood that a default in the terms and conditions of said instrument of record in said Book 5173, Page 272, Register's Office, Davidson County, Tennessee, constitutes a default under this instrument.

Grantor further covenants and binds itself, its heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his 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 JOHN A. GADDY, hereinafter referred to as the trustor, hereby transfers and conveys unto THOMAS I. BOTTORFF, 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:

Trustor agrees 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 said property, 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. Trustor agrees to pay and remit ONE-TWELFTH (1/12) of the annual premium to the holder of the indebtedness or to such other party as directed by the holder of the indebtedness on a monthly basis until the indebtedness is paid in full.

Trustor further agrees to pay all taxes and assessments thereon, general or special, by remitting ONE-TWELFTH (1/12) of said taxes and to pay them when due, to the holder of said indebtedness 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 trustor upon demand 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 six percent (6%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

NOW, if trustor shall pay the indebtedness, taxes and insurance 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, taxes or insurance, or any installment thereof, or interest thereon, is not paid promptly when due, or if, failing to keep up repairs or keep said premises insured,

or pay said other sums when due, as herein provided, trustor fails 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 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

WITNESS our hand this 18TH day of July, 1983.

HALL & COPE, A Tennessee Partnership

BY: Jacob A. Cope

BY: John C. Hall

John A. Gaddy
JOHN A. GADDY

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JOHN A. GADDY, an unmarried person 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 18TH day of July, 1983.

Lynda L. Gillespie
Notary Public

My Commission expires: April 19, 1987

STATE OF TENNESSEE
COUNTY OF Williamson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared, JOHN HALL, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a Partner of HALL & COPE, a Tennessee Partnership, the within named bargainor, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at office in Brentwood, TN, this 18 day of July, 1983.

Patricia S. Moore
Notary Public

PATRICIA S. MOORE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission expires: 4-22-84

STATE OF TENNESSEE
COUNTY OF Williamson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared, JACOB A. COPE, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a Partner of HALL & COPE, a Tennessee Partnership, the within named bargainor, and that he as such

Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at office in Brentwood, TN, this 18th day of July, 1983.

Patricia S. Moore
Notary Public

My Commission Expires: 4-22-84

PATRICIA S. MOORE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

H 6.2.8.4

IDENTIF. REFERENCE

JUL 22 3 31 PM '83

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

07/22 282.02- CHECK

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR BOOK 6100 PAGE 737

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			75250.00- CO	
			70000.00- MO	
			195.52 CO TX	
			68.00 MO TX	
			.50 PRFEE	
			18.00 WDEED	
			CHECK	282.02-
			4097A07/22/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 6 2 2 8 4

IDENTIF. REFERENCE

JUL 22 3 31 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 965774