This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

HERBERT LANE PALMER and wife,

BETHANY MORGAN PALMER

TO

THOMAS MYERS PALMER

For draftsman's use

This Instrument Was Prepared By

MAIL Morris Levine Mail

MORRIS LEVINE, Attorney-at-Law

1119 Stahlman Bldg., Nashville, Tenn. 37201

BOOK 6116 PAGE 942

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H. L. Palmer, et al. (NAME)	H. L. Palmer, et al. (NAME)	23-39
Rt. 1, Lickton Pike (STREET ADDRESS OR ROUTE NUMBER)	907 Chadwell Drive (STREET ADDRESS)	
Whites Creek, TN 37189 (CITY) (STATE) (P.O. ZIP)	Madison, TN 37115 (CITY) (STATE) (ZIP)	100-14598

(FOR REGISTER'S USE)

H 6 7 4 5 0

IDENTIF. REFERENCE

Aug 16 2 07 PM

FEE $.75 DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF August, 1983.

Notary Public

MY COMMISSION EXPIRES: 10-20-85

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty-Five Thousand ($25,000.00) DOLLARS

of which $ none has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note in the principal sum of Twenty-Five Thousand ($25,000.00) Dollars, of even date herewith, which said note is payable to the order of Herbert Lane Palmer and wife, Bethany Morgan Palmer. Said note provides for payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments as follows; to-wit: three installments in the amount of $2,500.00 each due August 15, 1983, November 15, 1983, and April 15, 1984, respectively, with interest at the rate of 12% per annum to attach on all delinquent payments and/or installments; in addition, beginning September 15, 1983 on the 15th of each month thereafter until paid in full, monthly payments in the amount of $300.00 each, including interest at the rate of 12% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much as shall from time to time remain unpaid, and the balance to be *** and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

we, Herbert Lane Palmer and wife, Bethany Morgan Palmer,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Thomas Myers Palmer a one-half (½) undivided interest

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

***applied to payment of principal, until the entire amount is paid in full.

Two tracts of Land in the 10th Civil District of Davidson County, Tennessee, as follows:

TRACT NO. 1: Described according to a survey made July 6, 1936, by Erle Drake, County Surveyor, as follows: Beginning at a point in the center of the old county road leading to Crocker Springs, the northeastern corner of a tract of land owned by Mrs. Hunter, formerly by Charlie Burns; thence with the center of said road, north 39-¼° west 255 feet, north 32-14° west 300 feet, north 27-½° west 250 feet, north 41° west 237 feet, north 55-½° west 84 feet, north 21-¼° west 100 feet, north 40-½° west 150 feet and north 45-½° west 388 feet to the northeast corner of a tract of land owned by Mrs. Annie O. Townes; thence with her line, south 27-½° west, with an old stone fence, crossing a creek, 331 feet to an osage orange tree, south 22-3/4° east 174 feet, south 13-½° east 624 feet to an oak on the ridge marked as a corner and south 30° west 400 feet to a stake, said Mrs. Townes' southeast corner, being also J. A. Owens' northwest corner; thence with his line, north 76° east 67 feet, south 79-½° east 113 feet, south 63-½° east 100 feet to an oak, south 70° east 163 feet to an oak, south 88° east 200 feet, south 76-½° east 151 feet to a post and south 63° east 155 feet to a hickory, said J. A. Owens' northeast corner, being also Mrs. Hunter's northwest corner; thence with her line, north 61-½° east 257 feet

This is ( ) unimproved ( ) improved property, known as ..... (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

** See Attached for remaining property description

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto Gay Lisa Levine Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 insurable amt 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 interest may appear. We 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 we 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 we, the said grantees, 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 we 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; we 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 conveyance. We 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. 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 11th day of August 1983.

Herbert Lane Palmer

Bethany Morgan Palmer

Thomas Myers Palmer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Herbert Lane Palmer and wife, Bethany Morgan Palmer and Thomas Myers Palmer

the 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, Davidson County, Tennessee, this 11th day of August, 1983

Trina R. Scarpetta, Notary Public

Commission expires 10-20-85

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I am 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 .....

to a walnut and north 40-½° east 128 feet to the beginning, containing 22.50 acres, more or less.

TRACT NO. 2: Being located on the east side of Old Clay Lick Road, described as follows: Beginning at a point in the center of the Old Clay Lick Road, said point being M. E. Link's southwest, and W. T. Hunter's northwest corner; thence with W. T. Hunter's north boundary line, north 40-½ east 8 poles to the center of Clay Lick Creek; thence in a northwestern direction with the center of said Creek; and its meanders thereof, 72 poles and 22 links to the center of the Old Clay Lick Road, in Elmer B. Jones and wife's line where it crosses said creek; thence with the center of the Old Clay Lick Road, which is the east boundary line of the property conveyed to Elmer B. Jones and wife, Dorothy Wright Jones, by Mary Beeles, as shown by deed of record in Book 1012, page 286, in the Register's Office for Davidson County, Tennessee, 63 poles and 18 links to the beginning, containing 4 acres, more or less.

INCLUDED in the above description but EXCLUDED from this conveyance is a portion of said premises having been condemned by the State of Tennessee pursuant to Judgment of record in Book 4519, page 511, said Register's Office, and described as follows: Beginning at a point in Delery D. Sivils' east boundary line at M. E. Links southwest corner; thence with Links southwest boundary southeastwardly 680 feet, more or less, to a point in Lick Creek; thence with the center of said Creek southeastwardly 1130 feet to a point in W. T. Hunter's northwest boundary line; thence with said line southwestwardly 210 feet, more or less, to a point which is 50 feet southwest of the centerline of a frontage road; thence north 16° west 232 feet, more or less, to the beginning of a curved line to the left which is at all points 50 feet southwest of the said centerline of said frontage road; thence with said curved line northwestwardly 1335 feet, more or less, to the end of said curved line and being 230 feet southwest of the centerline of proposed I-24; thence north 59° 40' 26" west 166 feet, more or less, to Sivils east boundary line; thence with said line northeastwardly 250 feet, more or less, to the point of beginning, and containing 7.03 acres, more or less.

The above described property is condemned in fee simple to be used for the construction of a controlled access highway and all rights of ingress and egress to, from and across the same and to and from abutting lands is condemned.

However, the said Glen D. Clark and wife, Dorothy D. Clark, will have right of access to the frontage road to be constructed along the southwesterly margin of the above described property; and said right of access is hereby conveyed to the Grantees herein.

Also INCLUDED in the above description but EXCLUDED from this conveyance is a portion of said premises having been conveyed to Frankie E. Loyd and wife, Ethel C. Loyd, by deed from Glen D. Clark and wife, Dorothy D. Clark, of record in Book 4941, page 846, said Register's Office and described as follows:

A tract of land in the 10th Civil District of Davidson County, Tennessee, being a portion of the Glen D. Clark property, and more particularly described according to a survey by Don Shanklin Engineering, Old Hickory, Tennessee, June 20, 1971, as follows: BEGINNING at a point in the westerly margin of a right-of-way, and corner with the Hunter property; thence following the margin of said right-of-way North 19° 36' W 106.97 feet to a point; thence South 39° 31' West 58.76 feet to a point; thence with the remaining Clark property, following the Clark boundary line in two (2) calls as follows: North 38° 34' West 440.64 feet to a point and South 14° 12' West 490.00 feet to a point in the Brown property; thence South 69° 46' East 147.19 feet to a point; thence South 55° 45' East 319.40 feet to the beginning, containing 3.02 acres, more or less.

BEING the same property conveyed to Herbert Lane Palmer and wife, Bethany Morgan Palmer, by deed from William A. Barry and wife, Thelma D. Barry, of record in Book 5387, page 161, Register's Office for Davidson County, Tennessee, and by Deed of Correction of record in Book 5392, page 716, said Register's Office.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6116 PAGE 945

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
			25000.00- CO	
			25000.00- MO	
			65.00 CO TX	
			23.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 97.50-	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK .00

H 6.7 4 5.0

IDENTIF. REFERENCE

AUG 16 2 07 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 971697