OFFICIAL RECEIPT

INSTALLMENT DEED BOOK 6153 PAGE 25

For and in Consideration of the sum of Eighty Five Thousand ($85,000.00) Dollars,

of which Ten Thousand ($10,000.00) Dollars,

has been paid in cash by Samuel E. Wallace, Jr.

the receipt of which is hereby acknowledged, and for the remainder Seventy Five Thousand ($75,000.00) Dollars,

the said Samuel E. Wallace,, Jr. has

execited his one promissory note of even date herewith in the principal sum of $75,000.00, 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 $991.14 , including both principal and interest, commencing November 1, 1983 and continuing in a like sum on the 1st day of each succeeding month until fully paid. 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 due and not paid 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

have this day bargained and sold, and do hereby transfer and convey unto the said Samuel E. Wallace, Jr., an unmarried person his heirs and assigns,

TRACT I -

certain real estate in Davidson County, Tennessee, as follows: Land in the 14th Civil District of Davidson County, Tennessee, being part of Lot No. 10 in the Subdivision of the Lands of Henry Floto, deceased, a Plan of which is recorded in Book 421, Page 147, Register's Office for Davidson County, Tennessee, and described according to a survey by Raymond E. Binkley dated March 22, 1980.

Said part of Lot No. 10 begins at a monument in the W. boundary of Marrowbone Lake Road, this being the NE boundary of said tract, thence S. 78 degrees 35 minutes W. 112.0 feet to an iron pin; thence N. 75 degrees 34 minutes W. 170.0 feet to an iron pin; thence S. 49 degrees 19 minutes W. 444.2 feet to an iron pin; thence S. 49 degrees 55 minutes W. 881.6 feet to an iron pin located in the NW corner of said tract; thence S. 24 degrees 10 minutes E. 48.0 feet to an iron pin; thence S. 35 degrees 31 minutes E. 670.0 feet to an iron pin; thence S. 2 degrees 42 minutes E. 363.0 feet to an iron pin; thence S. 17 degrees 42 minutes E. 348.0 feet to an iron pin in the SW corner of said tract; thence N. 62 degrees 43 minutes E. 181.5 feet to an iron pin; thence N. 79 degrees 13 minutes E. 66.0 feet to an iron pin; thence S. 73 degrees 12 minutes E. 343.8 feet to an iron pin; thence N. 50 degrees 22 minutes E. 275.47 feet to a monument in the W. boundary of Marrowbone Lake Road, this being the SE corner of said tract; thence N. 14 degrees 35 minutes E. 502.1 feet along the westerly boundary of Marrowbone Lake Road to an iron pin; thence following along the boundary of a curve in said road 191.31 feet to an iron pin; thence 2 degrees 05 minutes W. 250.0 feet to an iron pin; thence along a curve in the boundary of said road 106.59 feet to an iron pin; thence N. 14 degrees 39 minutes E. 90.0 feet to an iron pin; thence along the boundary of a curve in said road 155.13 feet to an iron pin; thence N. 45 degrees 25 minutes W. 50.0 feet to an iron pin; thence along the boundary of a curve in said road 130.06 feet to an iron pin; thence N. 16 degrees 30 minutes W. 471.7 feet to an iron pin; thence along a curve in the boundary of said road 109.67 feet to a monument at the point of beginning, containing 48.80 acres, more or less.

Being the same property conveyed to Charles E. Binkley and wife, Dorothy Mai Binkley by deed of record from Clara Ray, a widow, recorded in Book 4225, Page 648, Register's Office for Davidson County, Tennessee.

TRACT I - Unimproved property 6205 Marrowbone Lake Road

TRACT II - Improved property 6191 Marrowbone Lake Road

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

12/07 300 50- CHECK

3432

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Samuel E. Wallace, Jr. his 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 Samuel E. Wallace, Jr. his 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, I, the said Samuel E. Wallace, Jr.

do hereby transfer and convey unto J. A. Carney, 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 Samuel E. Wallace, Jr.

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 Samuel E. Wallace, Jr. 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.

TRACT II -

Land in the 14th Civil District of Davidson County, Tennessee and being a part of Lot No. 6 in the Subdivision of the lands of Henry Flota Estate of record in Book 421, Page 147, Register's Office for Davidson County, Tennessee.

That portion of land, triangular in shape, bounded by Marrowbone Lake Road, by the Old Road, and by the Entrance Road.

Being the same property conveyed to Charles E. Binkley and wife, Dorothy Mae Binkley by deed from Raymond V. Felts and wife, Anita Felts, as of record in Book 3959, Page 876, Register's Office for Davidson County, Tennessee.

Dorothy Mai Binkley and Dorothy Mae Binkley being one and the same person.

OFFICIAL RECEIPT

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.

BOOK 6153 PAGE 28

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 Mai Binkley and Samuel E. Wallace, Jr. hereunto set our hands at Nashville, Tennessee, this the 7th day of ~~September~~ October 19 83

Charles E. Binkley

Dorothy Mai Binkley

Samuel E. Wallace, Jr.

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 Mai Binkley and Samuel E. Wallace, Jr.

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, Tennessee, this 7th day of ~~September~~ October, 1983

Commission Expires Oct 15, 1983

Notary Public

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 }

Before me, ... , 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 ..... .

BOOK 6153 PAGE 29

..... , Notary Public.

Commission expires .....

(over for additional acknowledgements)

H 7.8 7.1 2

IDENTIF. REFERENCE

Oct 7 9 37 AM '83

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

INSTALLMENT DEED

FROM
Charles E. Rinkley et ux

TO
Samuel E. Wallace, Jr

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Samuel E. Wallace, Jr. (NAME)	Same (NAME)	Tract I - 20 - 19 Par. 14D 46650
2951 River Drive Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Tract II Map 28, Par 4 14D 46625
Nashville, Tn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
James A. Carney
Attorney at Law
730 Stahlman Bldg,
Nashville, Tenn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 85,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF ~~September~~ October 1983

Notary Public

MY COMMISSION EXPIRES: Oct 15, 1983

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 6153 PAGE 30

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

65000.00- CAMT.
75000.00- MAMT.
221.00 CSTAX
73.00 MSTAX
.50 PRFEE
15.00 MDEED
CHECK 309.50-
3432410/57/83 BAL .0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7.8 7.1 2

IDENTIF. REFERENCE

Oct 7 9 37 AM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 984524