INSTALLMENT DEED

This Instrument Prepared by: H. Stanley Allen, Jr., 21st Floor, L&C Tower, Nashville, Tn. 37219

ADDRESS OF NEW OWNER AS FOLLOWS:
Valda Martz
2003 North Gallatin Road
Madison, Tennessee 37115

SEND TAX BILLS TO:
Same

MAP-PARCEL NUMBERS:
Portion Map 34-3
Parcel 23

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $400,000.00.

Valda Martz
AFFIANT

Subscribed and sworn to before me this the 14th day of October, 1983.

Jane P. Stephens
NOTARY PUBLIC

My commission expires: 7/27/86

FOR AND IN CONSIDERATION OF the sum of Four Hundred Thousand and no/100 ($400,000.00) Dollars of which nothing has been paid in cash by the grantee hereinafter named, and for the remainder the said grantee has executed her promissory note, of even date, in the amount of Four Hundred Thousand and no/100 ($400,000.00) Dollars, payable to William J. Donoho, et ux., due on or before twenty (20) years from date, payable monthly, and bearing interest at the rate of 11% per annum, and providing for payment of attorney's fees and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, William J. Donoho and wife, Jessie Mildred Donoho, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Valda Martz, herein called grantee her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land lying in the tenth, formerly 20th civil district of Davidson County, Tennessee, and described as follows:

Beginning at a concrete monument on the West right-of-way of Twin Hills Drive and along the South right-of-way of Gallatin Road South 50°-00' West a distance of 140.00 feet to an iron pin, thence leaving said right-of-way South 43°-00' East a distance 970.00 feet to an iron pin, thence North 49°-48'-28" East, a distance 264.00 feet to a point in the West right-of-way of Twin Hills Drive, thence along right-of-way of Twin Hills Drive, North 50°-13'-57" West a distance 983.00 feet to the point of beginning containing 4.49 acres more or less.

Being part of the same property conveyed to William J. (W.J.) Donoho and wife, Jessie Mildred Donoho by deed from A. J. Coleman and wife, Edith Coleman, of record in Book 2200, Page 159, Register's Office, Davidson County, Tennessee.

RESTRICTIONS

Grantors and Grantee agree that prior to resale by Grantee, further encumbering said property by Grantee, or construction of improvements on all or any portion of the following tracts of said property, Grantee shall pay Grantors the consideration for each individual tract, as hereafter described:

TRACT NO. 1

Beginning at a concrete monument on the West right-of-way of Twin Hills Drive and along the right-of-way of Gallatin Road, thence South 50°-00' West 140.00 feet to an iron pin, thence leaving said right-of-way South 43°-00' East 200.00 feet to a point, thence North 48°-59'-28" East 165.09 feet to a point on the West right-of-way of Twin Hills Drive, thence along right-of-way North 50°-13'-57" West 200.00 feet to the point of beginning containing 0.70 acres, more or less.

Consideration One Hundred Ninety-two Thousand and no/100 ($192,000.00) Dollars.

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TRACT NO. 2

Beginning at a point on the West right-of-way of Twins Hills Drive South 50°-13'-57" East 200.00 feet from the South right-of-way of Gallatin Road, thence South 48°-59'-28" West 165.09 feet to a point thence South 43°-00' East 200.00 feet to a point, thence North 48°-15' East 190.21 feet to a point on the West right-of-way line of Twin Hills Drive, thence along right-of-way North 50°-13'-57" West 200.00 feet to the point of beginning containing 0.81 acres, more or less.

Consideration One Hundred Forty Thousand and no/100 ($140,000.00) Dollars.

TRACT NO. 3

Beginning at a point on the West right-of-way line of Twin Hills Drive South 50°-13'-57" East 400.00 feet from the South right-of-way of Gallatin Road, thence South 48°-15' West 130.21 feet to a point, thence South 43°-00' East 270.00 feet to a point, thence North 50°-46'-29" East 226.29 feet to a point on the West right-of-way of Twin Hills Drive, thence along right-of-way North 50°-13'-57" West 283.00 feet to the point of beginning containing 1.31 acres, more or less.

Consideration One Hundred Sixty-five Thousand and no/100 ($165,000.00) Dollars.

TRACT NO. 4

Beginning at a point on the West right-of-way line of Twin Hills Drive South 50°-13'-57" East 683.00 feet from the South right-of-way of Gallatin Road, thence South 50°-46'-29" West 226.29 feet to a point, thence South 43°-00" East 300 feet to an iron pin, thence North 49°-48'-28" East 264.00 feet to a point on the West right-of-way of Twin Hills Drive, thence along right-of-way North 50°-13'-57" West 300.00 feet to the point of beginning containing 1.67 acres, more or less.

Consideration Two Hundred Thousand and no/100 ($200,000.00) Dollars.

In no event shall an amount in excess of the total consideration herein, to wit: Four Hundred Thousand ($400,000.00) Dollars, be paid.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee , 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, 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, I , the said grantee herein do hereby transfer and convey unto H. STANLEY ALLEN, JR., 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 to value 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. 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; 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 grantee herein, her 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 sigular 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 grantee, have hereunto set our hands on this the 14th day of October, 1983.

WILLIAM J. (W.J.) DONOHO, Grantor

JESSIE MILDRED DONOHO, Grantor

VALDA MARTZ, Grantee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jane P. Caplenor, notary public in and for said county and state, the within named William J. (W.J.) Donoho, Jessie Mildred Donoho and Valda Martz, 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 14th day of October, 1983.

NOTARY PUBLIC

My commission expires: 7/27/86

H80964

IDENTIF. REFERENCE

OCT 19 1 59 PM '83

FELIX A. DAVIDSON COUNTY

RUSH

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

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RECEIVED OF _____

FOR _____

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
			400000.00-	CAMT.
			400000.00-	MAMT.
			1040.00	CSTAX
			398.00	MSTAX
			.50	PRFEE
			9.00	WDEED
				CHECK 1447.50-
6163A	10/19/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 8 0 9 6. 4

IDENTIF. REFERENCE

OCT 19 1 59 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 987187