OFFICIAL RECEIPT

INSTALLMENT DEED

BOOK 6174 PAGE 846

For and in Consideration of the sum of One Hundred Thirty Thousand ----------

----------($130,000.00)---------- Dollars,

of which Thirty Two Thousand----------($32,000.00)---------- Dollars,

has been paid in cash by Gideon P. Wade, III, and wife, Margaret H. Wade,

the receipt of which is hereby acknowledged, and for the remainder Ninety Eight Thousand

---------- ($98,000.00)---------- Dollars,

the said Gideon P. Wade, III, & wife, Margaret H. Wade, have executed their joint promissory installment note, of even date herewith, in the principal sum of $98,000.00, payable to the order of Allen D. Agee, & wife, Roberta F. Agee, in 360 monthly installments, all due on the 10th day of each month, as follows: The first installment of $933.28 shall be due and payalbe on December 10, 1983 and monthly thereafter for an additional 23 installments, said amount includes interest at the rate of 11% per annum; the 25th thru 48th installments shall be for the sum of $969.16, which includes interest at the rate of 11-1/2% per annum; the 49th thru 360th installments shall be for the sum of $1,005.19, which includes interest at the rate of 12% per annum. All installments shall be first applied to the payment of interest with the remainder toward reduction of the principal.

The maker of the note, secured by this instrument, reserves the right on maturity date of any installment, upon 10 days notice prior to payment, to pay the entire debt with accrued interest in full;

~~[illegible]~~ 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, Allen D. Agee and wife, Roberta F. Agee

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have this day bargained and sold, and do hereby transfer and convey unto the said Gideon P. Wade, III, and wife, Margaret H. Wade, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: BEING Lot No. 24 on the Plan of Wallace Subdivision, Part I, as of record in Book 1424, page 16, R.O.D.C., Tennessee. SAID Lot No. 24 fronts 120 feet on the westerly side of Sneed Avenue and runs back between parallel lines, 210 feet to the easterly line of Lot No. 1, measuring 120 feet thereon. BEING the same property conveyed to Allen D. Agee and wife, Roberta F. Agee, by deed from A. K. Head and wife, Helen C. Head, of record in Book 1727, page 150, R.O.D.C., Tennessee.

If the undersigned purchasers or conveyees or either one of them should convey the property conveyed herein or any interest therein, to any other party, parties or corporation without first obtaining written consent from the holder of the note herein secured by this instrument, or should a creditor receiver or trustee in bankruptcy obtain any interest in the said property or should any party obtain an interest by attachment or any means other than inheritance, the entire principal balance with interest and service charges accrued thereon, shall become immediately due and payable at option of holder of the note, or renewal or extension thereof, secured by this instrument, proceed to foreclose pursuant to procedure hereinafter set out.

The holder of said note, above described, is empowered to demand a delinquent charge of 10% of each unpaid installment that remains unpaid more than 10 days from maturity date.

~~unimproved~~ ( )
This is improved ( ) property, known as 4005 Sneed Road, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

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To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gideon P. Wade, III, and wife, Margaret H. Wade, 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., except 1983 taxes, which have been pro-rated & assumed by conveyees; & easements of record in Book 1424, page 16, & Book 3899, page 382, R.O.D.C., Tennessee. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Gideon P. Wade, III & wife, Margaret H. Wade, 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 Gideon P. Wade, III & wife, Margaret H. Wade,

do hereby transfer and convey unto Jacobs H. Doyle, 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 Gideon P. Wade, III & wife, Margaret H. Wade,

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 $ total debt 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.

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 Gideon P. Wade, III & wife, Margaret H. Wade, 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 breach any condition heretofore or hereafter set out, or if we fail to pay any one of said ~~notes~~ installments of said note 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~~ installments of said note then past due and unpaid, all remaining unpaid ~~notes~~ installments of said 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 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. 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 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 Gideon P. Wade, III & wife, Margaret H. Wade, their, representatives or assigns.

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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 ~~xxx xxxx xxxxx~~ 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

Jacobs H. Doyle, 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 settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Allen D. Agee & wife, Roberta F. Agee and Gideon P. Wade, III & wife, Margaret H. Wade hereunto set our hands at Nashville, Tennessee, this the 8th day of November 1983

Allen D. Agee

Roberta F. Agee

Margaret H. Wade

Gideon P. Wade III

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Allen D. Agee, Roberta F. Agee, Gideon P. Wade, III, Margaret H. Wade

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 11th day of November, 1983

Marie [illegible], Notary Public.

Commission Expires 7-22-86

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

2152 11/11 446.50 CHECK

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.....

.....Notary Public.

Commission expires .....

(over for additional acknowledgements)

BOOK 5174 PAGE 849

H 86048

IDENTIF. REFERENCE

Nov 11 8 50 AM '83

FELIX A. MCSTEEN REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
ALLEN D. AGEE, ET UX

TO
GIDEON P. WADE, III, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gideon P. Wade, III, et ux (NAME)	New Owners (NAME)	116-16-102
4005 Sneed Road (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	7DA 43020
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
JACOBS H. DOYLE
ATTORNEY-AT-LAW
428 STAHLMAN BUILDING
NASHVILLE, TENN. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 130,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF November, 1983

Notary Public

MY COMMISSION EXPIRES:

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

RECEIVED OF _____

FOR _____

BOOK 5174 PAGE 850

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
			130000.00-	CAMT.
			98000.00-	MAMT.
			338.00	CSTAX
			96.00	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	446.50-
2152A	11/11/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H86048

IDENTIF. REFERENCE

NOV 11 9 50 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 992991