THIS INSTRUMENT PREPARED BY:

Andrew B. Gibson, Jr.
Suite 200, 430 Third Avenue, North
Nashville, Tennessee 37201

BOOK 6182 PAGE 595

INSTALLMENT DEED/WRAP MORTGAGE

ADDRESS OF NEW OWNER AS FOLLOWS:

Frank Driver & Vivian Driver
2914 Davis Avenue
Nashville, Tennessee 37216

MAP & PARCEL NUMBER:

72-6-288; 15DA12100

SEND TAX BILLS:

Remains the Same:
First Tennessee Bank
Mortgage Loan Division
P. O. Box 474
Memphis, Tennessee

FOR AND IN CONSIDERATION OF THE SUM OF THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 ($34,500.00) DOLLARS, of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder THIRTY-FOUR THOUSAND AND NO/100 ($34,000.00) DOLLARS, Frank Driver and Vivian Driver have executed a Promissory Note of even date payable to the order of Bobby R. Morefield, Holder of the Note, in the original principal sum of THIRTY-FOUR THOUSAND AND NO/100 ($34,000.00) DOLLARS, payable with interest at the rate of Twelve and one-half (12½%) per cent per annum upon the following terms and conditions namely: On the first day of January, 1984, the sum of THREE HUNDRED SIXTY-TWO AND 87/100 ($362.87) DOLLARS, and thereafter a like sum on the same day of each month for Three Hundred Fifty-Nine (359) consecutive months. Said Holder of the Note can call the Note due and payable Fifteen (15) years from November 18, 1983. Said payments on this note to be first applied to the interest on the unpaid balance and the remainder to principal until said debt is paid in full.

This note cannot be assumed, transferred or otherwise conveyed to another purchaser without the written permission of the Holder. If said property is conveyed to another purchaser without the written permission of the Holder, the Holder of this Note can call this Note at once due and payable. If said property is conveyed to another purchaser, the interest rate may be renegotiated. If payment is not received by the 15th day of the month, a 4% late charge will be added to the payment, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

Bobby R. Morefield, Holder of the Note, and Bobby R. Morefield has this day bargained and sold, and does hereby transfer and convey unto the said Frank Driver and Vivian Driver, (Successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> BEING lot No. 46 in Bransford Realty Company's Subdivision of the Maxey Avenue and Gallatin Road property, a plan of which is of record now in Plan Book 332, page 44, Register's Office for Davidson County, Tennessee. Said lot 46 runs 50 feet on the easterly side of Davis Avenue and extends back between parallel lines 200 feet to an alley.
>
> BEING the same property conveyed to Bobby R. Morefield by deed from James H. Cook and wife, Glenna R. Cook and Doris A. Mitchell, unmarried, of record in Book 5920, page 789, Register's Office of Davidson County.
>
> THIS conveyance is subject to any restrictions and/or easements of record.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever. And I do covenant with the said GRANTEES that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out. And I further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns against the lawful claims of all persons, whomsoever.

For and in consideration of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Frank Driver and Vivian Driver have this day bargained and sold, and do hereby transfer and convey, to Andrew B. Gibson, Jr., Trustee, and his successors in trust, certain property in the State of Tennessee, County of Davidson, as follows:

> BEING lot No. 46 in Bransford Realty Company's Subdivision of the Maxey Avenue and Gallatin Road property, a plan of which is of record now in Plan Book 332, page 44, Register's Office for Davidson County, Tennessee. Said lot 46 runs 50 feet on the easterly side of Davis Avenue and extends back between parallel lines 200 feet to an alley.
>
> BEING the same property conveyed to Bobby R. Morefield by deed from James H. Cook and wife, Glenna R. Cook and Doris A. Mitchell, unmarried, of record in Book 5920, page 789, Register's Office for Davidson County.
>
> THIS conveyance is subject to any restrictions and/or easements of record.

TO HAVE AND TO HOLD said property to the said Andrew B. Gibson, Jr., Trustee, and his successor in trust, forever. We covenant that we are lawfully seized of the said property, 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 defend the title to said property to the said Andrew B. Gibson, Jr., Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons.

This conveyance of the property, and all covenants and warrants contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year.
2. A lien of that certain Deed of Trust dated August 5, 1982, securing an indebtedness in favor of First Tennessee Bank, in the original principal sum of $28,850.00, of record in Book 5556 , page 93, said Register's Office.

   The Deed of Trust described in Paragraph 2 above is referred to herein as the "Prior Mortgage".
3. The rights of tenants in possession of the Property under leases existing on the date first above written.

TO HAVE AND TO HOLD said Property with the appurtenances, estate, title and interest thereto belonging to the Trustee, and his successors in trust, forever.

Grantors, Frank Driver and Vivian Driver, covenant that Grantors are lawfully seized of the Property, have a good right to convey it, and that the same is unencumbered except as set forth hereinabove.

Grantors, Frank Driver and Vivian Driver, further covenant and bind themselves to warrant and forever defend the title to the Property to the Trustee, and to his successors in trust and assigns, against the lawful claims of all persons whomsoever.

But this conveyance is made IN TRUST for the following uses:

To secure the payment of an indebtedness evidenced by a wraparound note (the "NOTE") of even date herewith from the Grantors, Frank Driver and Vivian Driver, payable to the order of Bobby R. Morefield, Holder of the Note, (the payee and all successors in title to the Note being collectively referred to as the "Holder"), in the principal sum of THIRTY-FOUR THOUSAND AND NO/100 ($34,000.00) DOLLARS, payable with interest at the rate of Twelve and one-half (12½) per cent per annum upon the following terms and conditions namely: On the first day of January, 1984, the sum of THREE HUNDRED SIXTY-TWO AND 87/100 ($362.87) DOLLARS, and thereafter a like sum on the same day of each month for Three Hundred Fifty-Nine (359) consecutive months. Said Holder has the right to call this Note due and payable Fifteen (15) years from November 18, 1983. Said payments on this note to be first applied to the interest on the unpaid balance and the remainder to principal until said debt is paid in full. This Deed of Trust secures the payment of said indebtedness and all renewals or extensions thereof, all interest thereon and all other sums due thereunder or under the provisions of this instrument.

Pursuant to the provision of T.C.A. Section 64-1108, the Holder does not consent to the priority of any contract, whether now in existence or hereafter entered into, for the making of improvements upon the Property, over the lien of this Deed of Trust.

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, Grantors agree:

1. To pay to the Holder the outstanding principal of the Note, and all interest thereon, and allother sums due thereunder, as and when the same shall become due as provided therein.

2. To keep all buildings now located on, or hereafter erected upon, the Property insured in some reliable fire insurance company or companies, acceptable to the Holder, in a policy or policies of fire and extended coverage insurance, in such amount as shall from time to time be approved by the Holder, but not less than the outstanding balance of the indebtedness secured hereby, with the loss, if any, made payable to the Grantors and to the Holder, as their respective interests may appear; the right being expressly reserved to apply the proceeds of any such insurance to the payment of the indebtedness secured hereby or at its election, and subject to the concurrence of the Holders of the Prior Mortgage, to use such proceeds for the repair and/or replacement of any improvements situated upon the property which may be damaged or destroyed as a result of any insured casualty.

3. To pay, before the same becomes delinquent, all taxes, assessments (general or special), and other charges levied upon, assessed, or made against the Property, this Deed of Trust, the indebtedness secured hereby, or any interest of the Holder or of the Trustee therein. Therefore, if the monthly payment to First Tennessee Bank increases due to an increase in either taxes, insurance, or F.H.A.M.I.P. premium, said payments to Bobby R. Morefield shall increase an appropriate amount.

4. To keep and maintain the Property and all improvements, thereon, in good condition and repair, and not to permit or suffer any waste to the same.

5. To retain title to the Property and not to convey the same without approval of the Holder, which approval shall not be unreasonably withheld.

6. To reimburse the Holder any amounts which it may expend in the protection of the Property and/or in the preservation of the priority of the lien of this Deed of Trust, by reason of failure of the Grantors to keep and perform any of the foregoing covenants, together with interest upon all amounts so advanced, at the highest effective rate of interest then permitted by applicable law, such reimbursement to be made within fifteen (15) days after notice in writing from the Holder of the making of any such expenditure; it being expressly stipulated, nevertheless, that nothing in this Paragraph, or elsewhere in this Deed of Trust, shall be construed to require the Holder to expend any funds or to take any other form of curative action, should there be a breach of any covenant or agreement contained in this Deed of Trust.

7. To pay all costs and expenses incurred by the Holder or by the Trustee in the defense of the Trustee's title hereunder, or the lien of this instrument, including reasonable attorney's fees.

8. With the exception of payments of principal and interest thereon, to observe the provisions and to perform in accordance with the provisions of the Prior Mortgage as said Prior Mortgage requires such performance and observance on the part of the Grantors, Frank Driver and Vivian Driver, thereof.

9. It is understood and agreed that the Grantors herein, Frank Driver and Vivian Driver, shall:

(a) Have the right, in the event of Holder's default, to make any payment or perform any act under the Prior Mortgage which Holder is required or permitted to do in any manner deemed appropriate, including discharge, compromise, or settlement of any lien or forfeiture of any prior tax lien, and all such monies so expended, including prepayment premiums, shall be credited against the indebtedness secured hereby, with interest thereon at the rate of Twelve and one-half (12½) per cent per annum, the same to be payable upon demand, and

(b) To the extent that the Grantors, Frank Driver and Vivian Driver, shall make any payments to the Beneficiary under the terms and provisions of the Prior Mortgage, the Grantors herein shall be subrogated to all the rights, powers, provisions, and liens of the Beneficiary of such Prior Mortgage and shall be entitled to all of the benefits thereof.

10. Grantors shall not, without prior written consent of Holder, amend, extend, or modify, in any way whatsoever, the Prior Mortgage or the Note it secures or any other security instrument given to secure said Note.

11. Frank Driver and Vivian Driver further agree to make monthly payments, in addition to their principal and interest as stated above, as to taxes and insurance. These additional sums could increase and upon notice by Bobby R. Morefield, Frank Driver and Vivian Driver will begin making the increased payments accordingly upon the next monthly payment due.

As part of the consideration for the execution of this instrument, Holder agrees that to the extent of payments received on the Note secured by this Deed of Trust, and so long as there is no default in this Deed of Trust, to make payments of principal and interest as they become due upon the Promissory Note secured by the Prior Mortgage; provided, however, if the Grantors, Frank Driver and Vivian Driver, are not in default under this Deed of Trust or the Note secured by it and if the Holder is in default under the terms of the Prior Mortgage, then in this event, Grantors, Frank Driver and Vivian Driver, shall have the right to make payments directly to the payee of the aforementioned Promissory Note and to deduct any such payments actually made by Grantors from any additional payments Grantors may owe Holder of the Note secured by this Deed of Trust.

Now, if the Grantors, Frank Driver and Vivian Driver, shall pay said indebtedness, and all installments thereof, including both principal and interest, when due, according to the terms of the Note, and if the Grantors, Frank Driver and Vivian Driver, shall keep and perform each of the other covenants and agreements herein contained, then, this trust conveyance shall be of not further force or effect. But, if the Grantors, Frank Driver and Vivian Driver, shall fail to pay said indebtedness, or any part or installment thereof, or any interest thereon, when due, or if the Grantors, Frank Driver and Vivian Driver, shall fail to keep and perform any of the other convenants and agreements herein contained, or if the Grantors, Frank Driver and Vivian Driver, shall make an assignment for the benefit of creditors, or should a receiver, liquidator, or trustee of the Grantors, or of any of the Grantor's property, be appointed, or should any petition in bankruptcy, or for the reorganization or arrangement of the Grantors pursuant to the Federal Bankruptcy Act, or any statute, federal or state, similar thereto, be filed by or against the Grantors, then and in any of such events, this trust conveyance shall remain in full force and effect, and at the option of the Holder, all remaining unpaid indebtedness shall become due and payable at once, without notice, and the Trustee, acting in person or through an agent

or agents duly appointed by him for this purpose, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in the county in which the Property is located, to sell the property at the front door of the Court House in said county (or at such other place at said Court House as is usually and customarily used for the conduct of foreclosure sales) to the highest bidder for cash at public outcry, free from the equity of redemption, which is hereby expressly waived; and the Trustee is authorized and empowered to execute and deliver a deed to the purchaser. Said sale may be adjourned from day to day by the Trustee or his agent or successor, by announcement at the Court House on the date the sale is orginally set, or any adjournment thereof, and may be reset at a later date without any additional publication. The creditor may bid at any sale under this trust conveyance. Grantors, Frank Driver and Vivian Driver agree that the Trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of the Property, and shall only account for the net rents actually received by him. Grantors, Frank Driver and Vivian Driver, further agree that, in the event the Trustee fails, before selling the 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 the Property.

The Holder may, at any time and from time to time, without assigning cause, in Holder's sole and absolute discretion, remove the Trustee herein named and appoint a successor to execute this trust, by an instrument in writing duly executed by the Holder and filed for record in the county in which the Property is located and, upon the execution and filing of such instrument, the title herein conveyed to the Trustee shall be vested in the successor so appointed.

In the event of a sale of the Property under and by virtue of this trust, the Grantors, Frank Driver and Vivian Driver, and all persons holding under Grantors, shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option

of said purchaser upon five (5) days' written notice.

Upon any sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First: To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith as above provided.

Second: To pay said debt, or any balance thereof then remaining unpaid.

Third: The residue shall be paid to Grantor, or Grantor's order.

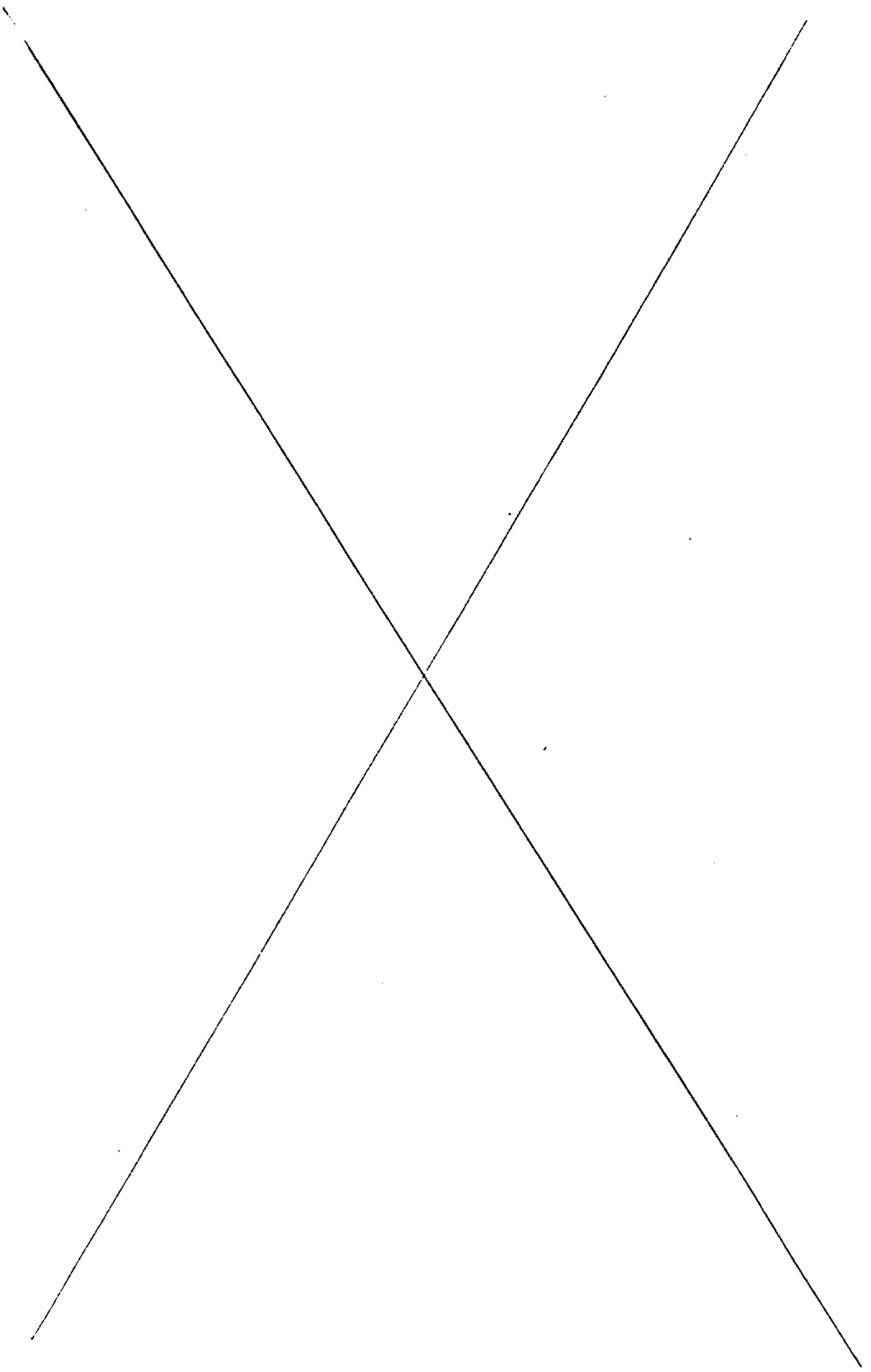
Wherever used herein, the singular number shall be deemed to include the plural, and vice-versa, and the masculine gender shall be deemed to include the feminine or neuter, and vice-versa. In addition, the word "Grantors" shall be deemed to include not only the Grantors specifically named in this Deed of Trust, but also all successors of such Grantors in title to the Property.

Notwithstanding any provisions in this Deed of Trust, or in any other instrument given in connection herewith, to the contrary, if the Grantors shall fail to pay any installments of principal or interest due on the Note, or if the Grantors, Frank Driver and Vivian Driver, shall fail to keep and perform any agreement or undertaking contained herein, the Holder of the Note shall be entitled to cause the Trustee to foreclose this Deed of Trust and to apply the proceeds of such foreclosure against all sums then due the Holder, but the Grantors shall not be accountable for any further or other sums due on the Note, this Deed of Trust, or otherwise, it being stipulated that the Holder of the Note shall look solely to the security afforded by this Deed of Trust for the protection of its rights.

WHEREAS, Frank Driver and Vivian Driver understand that they are assuming the indebtedness herein mentioned and further that this indebtedness is subject to a first mortgage held by First Tennessee Bank, Loan No. 123802, which at the present time, the unpaid balance is approximately $27,903.60.

WHEREAS, Frank Driver and Vivian Driver, and Bobby R. Morefield, herein agree that Bobby R. Morefield, Holder, his heirs, personal representatives, successors and assigns will continue to make said payments to First Tennessee Bank.

This note by said Frank Driver and Vivian Driver, is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.



IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 18th day of November, 1983.

Frank Driver
FRANK DRIVER

Bobby R. Morefield
BOBBY R. MOREFIELD

Vivian Driver
VIVIAN DRIVER

Ann C. Morefield
*ANN C. MOREFIELD

*Ann C. Morefield enters this agreement to convey any and all interests she might have as spouse of Bobby R. Morefield.

STATE OT TENNESSEE:

COUNTY OF DAVIDSON:

The actual consideration for this transfer or value of property (whichever is greater) is $34,500.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Andrew B. Gibson, Sr.
ANDREW B. GIBSON, JR.

Sworn to and subscribed before me this 18th day of November, 1983.

Fay F. Wade
NOTARY PUBLIC

My Commission Expires:
10-21-84

RUSH

IDENTIF. REFERENCE

Nov 28 2 22 PM '83

FEE

DAVIDSON COUNTY, TN

188630

STATE OF TENNESSEE:

BOOK 6182 PAGE 605

COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Frank Driver and Vivian Driver, the within named 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 18th day of November, 1983.

NOTARY PUBLIC

My Commission Expires:

1-22-84

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Bobby R. Morefield and wife, Ann C. Morefield, the within named 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 18th day of November, 1983.

NOTARY PUBLIC

My Commission Expires:

1-22-84

INSTALLMENT DEED

11/28 155.20- CHECK

Bobby R. Morefield,.
Holder of the Note

): Frank Driver and wife,
Vivian Driver

WRAPAROUND MORTGAGE

OM: Frank Driver and wife,
Vivian Driver

): Andrew B. Gibson, Jr.
Trustee

PARED BY:

drew B. Gibson, Jr.
te 200, 430 Third Avenue, North
shville, Tennessee 37201

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6182 PAGE 606

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
			34500.00-	CA1T.
			34000.00-	MA1T.
			89.70	CSTAX
			32.00	MSTAX
			.50	PRFEE
			33.00	WDEED
			CHECK	155.20-
5312A11/26/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

T 8 8 6 3 0

IDENTIF. REFERENCE

NOV 28 2 23 PM '83

REGISTER
DAVIDSON COUNTY, TN

No. 996054