OFFICIAL RECEIPT

THIS INSTRUMENT PREPARED BY:
JOHN L. VAN CLEAVE
18th Floor, First American Center
Nashville, Tennessee 37238

**INSTALLMENT DEED**

BOOK 6229 PAGE 74

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Mr. and Mrs. William Boyd Adams<br>1705 Lebanon Road<br>Nashville, Tennessee 37214 | Mr. and Mrs. William Boyd Adams<br>1631 Lebanon Road<br>Nashville, Tennessee 37214 | Map: 94<br>Par.: 90 |

FROM: JIM C. BURKE and CHARLES M. BURKE,
Tenants in Common - "GRANTORS"

TO: WILLIAM BOYD ADAMS and Wife,
DOROTHY ANN ADAMS - "GRANTEES"

STATE OF TENNESSEE )
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $75,000.

SUBSCRIBED AND SWORN to before me this 9th day of February, 1984.

Notary Public

My Commission Expires:

10/12/86

FOR AND IN CONSIDERATION of the sum of Seventy-Five Thousand Dollars ($75,000.00), of which Fifty Thousand Dollars ($50,000.00) has been paid in cash by WILLIAM BOYD ADAMS and wife, DOROTHY ANN ADAMS ("GRANTEES"), to JIM C. BURKE, the receipt of which is hereby acknowledged, and for the remainder of which the said GRANTEES have executed an Installment Deed Note of even date payable to the order of CHARLES M. BURKE in the principal sum of Twenty-Five Thousand Dollars ($25,000.00), payable in a single installment together with interest calculated at the rate of twelve percent (12%) simple interest per annum due one (1) year from the date hereof, unless sooner paid, at which time the entire unpaid principal balance, interest and all other amounts owing pursuant to the said Note shall be due and payable; provided, however, that if the GRANTEES should earlier convey any part or all of either their legal or equitable interest in the real estate herein conveyed without the prior consent of GRANTORS, the then entire balance, including but not limited to principal, interest and all other expenses including but not limited to principal, interest and all other amounts owing pursuant to the said Note, shall be at once due and payable.

We, JIM C. BURKE and CHARLES M. BURKE ("GRANTORS") have this day bargained and sold, and do hereby transfer and convey unto the said GRANTEES certain real estate in Davidson County, Tennessee and more particularly described in Exhibit "A" to this Installment Deed.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple; that we have a good right to convey it; and that the same is unencumbered, except as shown in Exhibit "A" hereto and except for taxes for the current year which are hereby prorated and assumed by GRANTEES.

We further covenant and bind ourselves, our heirs and representatives, to warrant and to forever defend the title to the said real estate to said GRANTEES, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of the said Note, including any extensions, renewals or modifications thereof (collectively "the NOTE"), and rendering unnecessary Court proceedings for the enforcement of said Note and the lien which secures it in the event of any default in payment of the said Note, or in the event of any default in the performance of the terms and conditions of the said Note or this Deed, as hereinafter provided, and for the consideration of One Dollar ($1.00) to us in hand paid, we, the said GRANTEES herein do hereby transfer and convey unto JOHN L. VAN CLEAVE, TRUSTEE, his successors and assigns, the realty described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. We, the said GRANTEES do hereby agree to keep all buildings now on, or to be hereafter erected on said property insured against fire, flood, wind, or other casualty by some reliable insurance company or companies for at least the sum of Twenty-Five Thousand Dollars ($25,000.00) until the said Note is fully paid, to cause the said TRUSTEE, as his interest may appear, to be named as the loss payee of all such insurance policies, and, on demand, to furnish to the GRANTORS or the TRUSTEE proof of such insurance and payment of premiums. We further agree to keep the improvements on the said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case we fail to timely pay such insurance premiums, taxes, or assessments, then the said TRUSTEE, or the lawful owner and holder of the said Note, 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 at the maximum legal rate of interest. Now, if we, the said GRANTEES, shall pay the Note aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. But if we default in the making of any payment pursuant to the Note, 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 Note for all sums, with interest, so expended by said TRUSTEE, or lawful owner and holder of said Note within thirty (30) 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 Note, the balance of such 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 (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said county to the highest bidder for cash, at the public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived by GRANTEES; and the said TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTORS or the then lawful owner and holder of the said Note may bid at any sale under this conveyance. We agree that the TRUSTEE, may at any time, after any default in the payment of the said Note, 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 immediately entitled to immediate possession thereof upon the delivery to him by the TRUSTEE of a deed for said property. In case of a sale hereunder the proceeds will be applied by the TRUSTEE as follows:

(1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien note or 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, but excluding the expense of ejecting persons from the realty in order to retake it; (2) To the payment of all taxes which may be unpaid on said premises; (3) To the payment of the unpaid balance of the Note herein secured, including principal and interest, and any and all sums expended in the protection of said property, as herein authorized; (4) The residue, if any, will be paid to such parties as are legally entitled to it.

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 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.

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.

Any act, failure to act or failure to enforce any condition of this Deed or the said Note by the TRUSTEE, the GRANTORS, or the lawful owner and holder of the Note shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 9TH day of February, 1984.

GRANTORS: Jim C. Burke
JIM C. BURKE
Charles M. Burke
CHARLES M. BURKE

GRANTEES: William Boyd Adams
WILLIAM BOYD ADAMS
Dorothy Ann Adams
DOROTHY ANN ADAMS

TRUSTEE: John L. Van Cleave
JOHN L. VAN CLEAVE

STATE OF FLORIDA )
COUNTY OF ~~MONROE~~ COLLIER )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JIM C. BURKE, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Naples, Florida, this the 24th day of February, 1984.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
~~MY COMMISSION EXP. OCT 3, 1987~~
BONDED THRU GENERAL INS. UND.

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 CHARLES M. BURKE, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 7th day of February, 1984.

Notary Public

My Commission Expires:

10/13/86

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 WILLIAM BOYD ADAMS, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 9th day of February, 1984.

Notary Public

My Commission Expires:

10/12/86

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 DOROTHY ANN ADAMS, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 9th day of February, 1984.

Notary Public

My Commission Expires:

10/12/86

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 JOHN L. VAN CLEAVE, TRUSTEE, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 9th day of February, 1984.

Notary Public

My Commission Expires:

10/12/86

OFFICIAL RECEIPT



EXHIBIT "A"

DESCRIPTION OF PROPERTY CONVEYED:

Land in the 3rd Civil District of Davidson County, Tennessee, being described according to a survey by Don Shanklin, Engineering, November 20, 1972, as follows:

BEGINNING at a point on the southerly margin of Lebanon Road said point being the North East corner of the Charlotte Dortch property as of record in Book 3883, page 793, Register's Office for Davidson County, Tennessee, thence along the southerly margin of Lebanon Road South 63° 01' East 25.48 feet to a point; thence along said margin of Lebanon Road, along a curve to the left with a radius of 608.024 a distance of 89.16 feet; thence continuing with said margin South 0° 47' West 10.49 feet thence continuing with said margin of curve which has a radius of 608.024 40 feet to a point; thence continuing with margin South 14° 35' West 25.0 feet to a point, thence along southerly margin of said curve to the left with a radius of 643.024 feet a distance of 209.57 feet to a point, said point being the northwesterly corner of the Guy McFarland and E. C. Tiesler property as of record in Book 3761, page 587, thence along Guy McFarland and E. C. Tiesler west margin South 2° 55' West 30.50 feet to a point, thence South 85° 13' West 34.0 feet to a fence post, thence with said fence South 1° 43' West 706.50 feet to a post, thence North 83° 55' West 308.81 feet to a post in the easterly margin of the Charlotte Dortch property, thence along said margin North 0° 47' East 818.76 feet, the point of beginning and containing 5.367 acres, more or less.

Being the same property conveyed to Jim C. Burke and Charles M. Burke, as tenants-in-common, by Warranty Deed dated October 23, 1979 from Burke Wrecks Another One, Inc. of record in Book 5517, page 991, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

(1) Easement for pipeline granted Colonial Pipeland Company by John Barksdale and wife, of record in Book 3643, page 37, Register's Office for Davidson County, Tennessee.

(2) Easement for sanitary sewers and/or storm drainage granted Metropolitan Government of Nashville, and Davidson County, Tennessee, by John Barksdale and wife, across premises as set out in instrument of record in Book 3770, page 82, Register's Office for Davidson County, Tennessee.

(3) One-hundred foot TVA Easement.

RUSH

I 0 2 4 5 5

IDENTIF. REFERENCE

FEB 9 3 31 PM '80

FELIX Z. MILLER, JR. REGISTER
DAVIDSON COUNTY, TN

02/09/80 239.50- CHECK

2325

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

RECEIVED OF _____

FOR _____

BOOK 6229 PAGE 79

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

75000.00- CAMT.
25000.00- MAMT.
195.00 CSTAX
23.00 MSTAX
.50 PRFEE
15.00 WDEED
CHECK 233.50-
2325A02/09/84 BAL .00

Total 233.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 0 2 4 5 5

T IDENTIF. REFERENCE

FEB 9 3 32 PM '84

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 12561