This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Thomas A. Tarver Jane Tarver (NAME:)	SAME (NAME:)	
1206 Richmond Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 61-8
Nashville TN (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Parcel 83

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FOR AND IN CONSIDERATION of the sum of Eighty Five Thousand and no/100---------- ($85,000.00) *Dollars,*

of which Twenty Thousand and no/100---------- ($20,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty Five Thousand and no/100---------- ($65,000.00) *Dollars,*

Thomas A. Tarver and wife, Jane Tarver ve *executed* their promissory note of even date herewith in the principal amount of $65,000.00, payable to the order of James M. Webb, Executor in monthly installments of $700.00 each, which installments include both principal and interest at the rate of 12 1/2% per annum, the first of said installments falling due on April 16, 1984 and the others on the same day of each successive month thereafter until said note is paid in full; said note providing that it may not be assumed by any subsequent purchaser of the property described herein without the written consent of the note holder and in the event an assumption is allowed, the noteholder reserves the right to increase the interest rate; said note further providing for a late charge of 5% on any installment not*

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. Marguerite Louise Webb Davis, Dorothy Elizabeth Webb Seigenthaler Mary Frances Webb Boswell, Shirley Jean Webb Whitley, Marjorie Ann Webb Cratton and James Murray Webb

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas A. Tarver and wife, Jane Tarver

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 20 of Section 2 on the Plan of McGaughey Heights, as of record in Book 1835, page 58, Register's Office for said County.

Said Lot No. 20 fronts 114.1 feet on the southerly side of Richmond Drive and extends back 240 feet on the westerly line and 317 feet on the easterly line to a dead line measuring 197.3 feet thereon.

Being the same property conveyed to James A. Webb and wife, Mary Catherine Webb by deed from O.C. Hardcastle and wife, Lillian Lee Hardcastle, of record in Book 2141, page 153, Register's Office for Davidson County, Tennessee, the said James A. Webb and wife, Mary Katherine Webb having since died and wife, Mary Katherine Webb having since died, she having predeceased him and he having devised said property to Marguerite Louise Webb Davis, Dorothy Elizabeth Webb Seigenthaler, Mary Frances Webb Boswell, Shirley Jean Webb Whitley, Marjorie Ann Webb Crafton and James Murray Webb, by his Will of record in Book 145, page 499, Probate Court Clerk's Office for Davidson County, Tennessee.

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 16th day of March 1984

Notary Public

My commission expires: 4/22/84
(Affix Seal)

This is { } unimproved { } improved property, known as 1206 Richmond Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Thomas A. Tarver and wife, Jane Tarver *(successors), 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 said real estate to said* Thomas A. Tarver and wife, Jane Tarver *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Thomas A. Tarver and wife, Jane Tarver *hereinafter referred to as trustors, hereby transfer and convey unto* Joe Webb, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

*received within 10 days of the due date.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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.

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2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* s *this* 16th *day of* March, *19* 84, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Marguerite Louise Webb Davis
Marguerite Louise Webb Davis

Thomas A. Tarver
Thomas A. Tarver

Dorothy Elizabeth Webb Seigenthaler
Dorothy Elizabeth Webb Seigenthaler

Jane Tarver
Jane Tarver

Mary Frances Webb Boswell
Mary Frances Webb Boswell

Shirley Jean Webb Whitley
Shirley Jean Webb Whitley

Marjorie Ann Webb Crafton
Marjorie Ann Webb Crafton

James Murray Webb
James Murray Webb

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Margie DeMoss, a Notary Public in and for said County and State, Marguerite Louise Webb Davis, Dorothy Elizabeth Webb Seigenthaler, Mary Frances Webb Boswell, Shirley Jean Webb Whitley, Marjorie Ann Webb Crafton and James Murray Webb, and Thomas A. Tarver and wife, Jane Tarver, 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 this 16th day of March, 1984.

Margie DeMoss
Notary Public

Commission expires 6/22/84

INSTALLMENT DEED

FROM
Marguerite Louise Webb Davis, etal

TO
Thomas A. Tarver, and wife, Jane Tarver

RUSH

Compliments of
WEBB REALTY COMPANY
914 NORTH FIRST STREET
NASHVILLE, TENNESSEE 37207
BOX 8044
PHONE 262-0713

H 103475

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

RECEIVED OF _____

FOR _____

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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.	
			65000.00- MAMT.	
			221.00 CSTAX	
			63.00 MSTAX	
			.50 PRFEE	
			6.00 MDEED	
			CHECK 290.50-	
1975A03/28/84			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I I 0 3 7 5.

IDENT. REFERENCE

MAR 22 6 12 PM '84

FELIX Z. WILSON REGISTER
DAVIDSON CO. TN

No. 21927