INSTALLMENT DEED

For and in Consideration of the sum of twenty-five thousand and no one-hundredths ($25,000.00) BOOK 6288 PAGE 32 Dollars, of which five thousand and no one-hundredths ($5,000.00) Dollars, has been paid in cash by David R. Clark and wife, Madonna F. Clark, the receipt of which is hereby acknowledged, and for the remainder of twenty thousand and no one hundredths ($20,000.00) Dollars, the said David R. Clark and wife, Madonna F. Clark, have executed and delivered their Installment Deed Note of even date herewith drawn payable in the principal amount of twenty thousand and no one-hundredths dollars ($20,000.00) to the order of Perry F. Harris, Mack Magaha, and Porter Wagoner, in sixty (60) monthly installments of $300.00 each, to be applied first to interest at the rate of ten per cent (10%) per annum and then to the reduction of principal, beginning June 1, 1984, with the remaining unpaid balance of principal and interest to be paid in full on the first day of the sixty-first month,

all of said notes bearing 10 per cent interest from date, 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, we, Perry F. Harris, Mack Magaha, and Porter Wagoner, have this day bargained and sold, and do hereby transfer and convey unto the said David R. Clark and wife, Madonna F. Clark, and their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Tracts Nos. 9 and 10 on Survey of Gregory Underwood, dated April 11, 1982, described as follows:

BEGINNING at a point in the west margin of Hobson Pike at the southeast corner of Map 150, Parcel 206; thence with the margin of Hobson Pike South 41° 02' West 371.30 feet to a point; thence north 74° 13' west 1953.92 feet to a point; thence north 1° 18' east 65.0 feet to point; thence north 1° 37' east 19.10 feet to a point; thence south 85° 57' east 994.69 feet to a point; thence south 6° 23' west 124.92 feet to a point; thence south 82° 52' east 973.53 feet to the point of beginning, containing 10.02 acres, more or less.

BEING part of the same property conveyed to Perry F. Harris, Mack Magaha, and Porter Wagoner by deed from Oliver H. Dale and wife, Claudine M. Dale of record in Book 4597, page 39, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as Hobson Pike, Nashville, TN 37207
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David R. Clark and wife, Madonna F. Clark, and 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.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said David R. Clark and wife, Madonna F. Clark, and 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 David R. Clark and wife, Madonna F. Clark,

do hereby transfer and convey unto Rollie L. Woodall, 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 David R. Clark and wife, Madonna F. Clark,

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 $_____ 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 David R. Clark and wife, Madonna F. Clark, 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 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; if 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 *statutory right of redemption, 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 David R. Clark and wife, Madonna F. Clark 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 Rollie L. Woodall, 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 Perry F. Harris, Mack Magaha, and Porter Wagoner; and David R. Clark and wife, Madonna F. Clark,

hereunto set our hands at Nashville, Tennessee, this the 7th day of May 19 84

David R Clark

Madonna F. Clark

Porter Wagoner by Henry Wright Atty in fact

Perry Harris

Mack Magaha

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Rollie L. Woodall, a Notary Public in and for said County and State, the within named Perry F. Harris, Mack Magaha, and David R. Clark and wife, Madonna F. Clark

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 7th day of May, 19 84

Rollie L. Woodall, Notary Public.

Commission Expires July 29, 1985

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 _____

ROLLIE L. WOODALL NOTARY PUBLIC AT LARGE STATE OF TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this day of May, 1984, before me Rollie L. Woodall, a Notary Public in and for said County and State, personally appeared Nancy Hurt, to me known to be the person who executed the foregoing instrument in behalf of Porter Wagoner, and acknowledged that she executed the same as the free act and deed of the said Porter Wagoner.

Witness my hand and seal at office in Nashville, Tennessee, this, the 7th day of May, 1984.

Rollie L. Woodall
NOTARY PUBLIC

My Commission Expires: July 29, 1985.

INSTALLMENT DEED

FROM
PERRY F. HARRIS, MACK MAGAHA, and PORTER WAGONER

TO
DAVID R. CLARK and wife, MADONNA F. CLARK

Attorneys Title Company
Titles Guaranteed

I 2 0 7 6 8

NASHVILLE, TENN. IDENTIF. REFERENCE

MAY 9 9 20 AM '84

FEE ... REGISTER
DAVIDSON COUNTY, TN

ROLLIE L. WOODALL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

RELEASED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. David R. Clark (NAME)	SAME (NAME)	MAP 150
4009 Keeley Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 154
Antioch, TN 37013 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Part

THIS INSTRUMENT WAS PREPARED BY

ROLLIE L. WOODALL
Attorney at Law
213 THIRD AVENUE NORTH
NASHVILLE, TENN. 37201
(615) 254-3446

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,000.00 David R. Clark
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF May, 19 84.

Rollie L. Woodall
Notary Public

MY COMMISSION EXPIRES July 29, 1985

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

RECEIVED OF _____

FOR _____

BOOK 6288 PAGE 36

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
			[illegible] CAMT.	
			[illegible] MAMT.	
			65.00 CSTAX	
			13.00 MSTAX	
			.50 PRFEE	
			12.00 MDEED	
			CHECK	95.50-
4942405/09/84			CAL	.0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 2 0 7 6 8

IDENTIF. REFERENCE

MAY 9 9 20 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 34505