This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

H. Mac Wherry and wife
Katherine G. Wherry

TO

Judy McKinney

For draftsman's use

Stellemeier + Westbrooks
2002 Richard Jones Rd
Suite C101
Nashville, Tn 37215

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Judy McKinney (NAME)	Judy McKinney (NAME)	Map No. 61-04
5010 Log Cabin Road (STREET ADDRESS OR ROUTE NUMBER)	5010 Log Cabin Rd. (STREET ADDRESS)	Parcel No. 27
Nashville, TN 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37216 (CITY) (STATE) (ZIP)	BOOK 6319 PAGE 846

(FOR REGISTER'S USE)

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IDENTIF. REFERENCE

JUN 20 | 55 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 24,000.00 Judy McKinney
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19 DAY OF June 1984

Penny H. Bates
Notary Public

MY COMMISSION EXPIRES: 7-27-86

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Four Thousand and no/100 ($24,000.00) DOLLARS

of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees Judy McKinney has executed her note of even date in the principal sum of $24,000.00 payable to the order of H. Mac Wherry and/or wife, Katherine G. Wherry with simple interest at 8% annually on the unpaid balance, payable monthly in the principal amount of $200.00 plus interest until paid in full. Borrower has the right of prepayment with no prepayment penalty.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

H. Mac Wherry and wife Katherine G. Wherry

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Judy McKinney

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot #2 on the Plan of Wherry Subdivision as of record in Plat Book 6200 page 72 R.O.D.C., Tennessee, described as follows:

Beginning at a concrete monument in the westerly margin of Log Cabin Road; thence with said margin of Log Cabin Road, South 4°30' 42" West 27.35 feet to an iron pin. Thence leaving said margin of Log Cabin Road, South 50° 37' 50" West 76.17 feet to an iron pin. Thence South 70° 23' 50" West 100.00 feet to an iron pin. Thence North 29° 15' 03" West 195.19 feet to an iron pin. Thence North 68° 43' 18" East 100.00 feet to a concrete monument. Thence South 29° 05' 25" East 178.07 feet to a concrete monument. Thence North 50° 37' 50" east 91.66 feet to the point of beginning, containing 21,077.691 square feet or 0.484 acres according to the survey made by Michael V. Holmes and Assocates, Inc., dated April 7, 1984.

Being a part of the property conveyed to H. Mac Wherry and wife, Katherine G. Wherry by Installment Deed from Marina C. McGaughey, of record in Deed Book 2498, page 564, Register's Office for Davidson County, Tennessee.

This is ( ) unimproved (X) improved property, known as 5010 Log Cabin Road (House Number) (Street) Nashville (P. O. Address:) TN (City or Town) 37216 (Postal Zone)

3566

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto ____________________ 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 grantees 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 interest 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 grantees, 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; 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 may bid at any sale under this 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:

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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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 19th day of June 1984.

Judy McKinney

H. Mac Wherry:

Katherine G. Wherry:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Geraldine Hutson, a Notary Public in and for said County and State, the within named H. Mac Wherry and Katherine G. Wherry the bargainor...., 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 22nd day of May, 1984

Geraldine Hutson, Notary Public.

Commission expires October 19, 1986

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Carry H. Baxter, a Notary Public of the State and County aforesaid, personally appeared Judy McKinney with whom I am personally acquainted, and who, upon oath, acknowledged her self ~~to be~~ xxxx

xxxxx

the within named bargainor, xxxxxxxxxxxxxxxxxxxxxxxxxxxx

being authorized so to do, executed the foregoing instrument for the purpose therein contained, ~~by signing the name of the corporation by~~ xxxxxxxxxxxxxx ~~self as~~ xxxxx

Witness my hand and seal, at office in Davidson County Tenn.

this 19 day of June, 1984

Carry H. Baxter, Notary Public.

Commission expires 7-27-86

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6319 PAGE 848

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
			24000.00- CAMT.	
			24000.00- MAMT.	
			62.40 CSTAX	
			22.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	90.90-
			6566A06/20/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

JUN 20 1 55 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0045821