INSTALLMENT DEED BOOK 6331 PAGE 622

For and in Consideration of the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 ($125,000.00)---------- Dollars, of which ---------TWENTY-FIVE THOUSAND AND NO/100 ($25,000.00)------ Dollars, has been paid in cash by D. Wayne Turner and wife, Linda Turner the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED THOUSAND AND NO/100 ($100,000.00)---------- Dollars, the said D. Wayne Turner and wife, Linda Turner have executed an installment deed note in the principal amount of $100,000.00 payable to the order of June Pate Waynick, Trustee * Said note being payable in 120 equal monthly payments of $1,434.71 each, with the first payment being due and payable one month from even date and thereafter on the same day of each succeeding month alike amount is due and payable until the entire amount, both principal and interest have been paid in full. Said note bears interest at the rate of 12% per annum and interest is included in said payments.

*for Roger Scott Waynick

This Instrument Was Prepared By

Phillip Saindon (gl)

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, William T. Waynick, Trustee for Roger Scott Waynick, with full power to sell, mortgage, convey or assign. have this day bargained and sold, and do hereby transfer and convey unto the said D. Wayne Turner and wife, Linda Turner, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land lying in the 6th Civil District of Davidson County, Tennessee, being a portion of Lot #1, on the Plan of South Highland Subdivision, as of record in Book 421, page 106, Register's Office for said County.

Beginning at a point in the northerly margin of Carson Street, said point further described as being the southwest corner of the J. A. Baker Property, as of record in Book 2604, page 129, Register's Office Davidson County, Tennessee; thence along said northerly margin, north 51 deg. 52' 39" west a distance of 119.89 feet to a point; thence leaving said margin north 38 deg. 07' 21" east a distance of 123.11 feet to a point; thence south 69 deg. 11' 50" east a distance of 95.45 feet to a point; thence south 84 deg. 11' 43" east a distance of 78.00 feet to a point in the westerly line of the J. A. Baker Property; thence along said westerly line south 49 deg. 00' 23" west 196.77 feet to the point of beginning.

Being the same property conveyed to William T. Waynick, Trustee for Roger Scott Waynick, with full power to sell, mortgage, convey or assign by deed from John C. Jenkins, Jr. and Joe M. Rodgers of record in Book 4391, page 887, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

07/05 #35.50 CHECK

831

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said D. Wayne Turner and wife, Linda Turner, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my trust, my successors in trust, heirs and representatives, to warrant and forever defend the title to said Wayne Turner and wife, Linda Turner 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, _____, the said D. Wayne Turner and wife, Linda Turner

---

do hereby transfer and convey unto Phillip Saindon, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

_____, the said D. Wayne Turner and wife, Linda Turner

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 the insurable value 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 D. Wayne Turner and wife, Linda Turner 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. 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 grantor 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 Phillip Saindon, 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 William T. Waynick, Trustee and D. Wayne Turner and wife, Linda Turner hereunto set our hands at Nashville, Tennessee, this the 5 day of July 19 84

William T. Waynick, Trustee

D. Wayne Turner

Linda Turner

BOOK 6331 PAGE 624

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, Phillip Saindon, a Notary Public in and for said County and State, the within named William T. Waynick, Trustee and D. Wayne Turner and wife, Linda Turner,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5 day of July, 19 84

Phillip Saindon, Notary Public

Commission Expires Nov. 1, 1987

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____,

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

BOOK 6331 PAGE 625

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

I 3 4 0 5 2

IDENTIF. REFERENCE

JUL 5 10 42 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
WILLIAM T. WAYNICK, TRUSTEE

TO
D. WAYNE TURNER, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

Filed

PEDIGO & SAINDON

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Wayne Turner et ux (NAME)	"Same" (NAME)	105-16-285
93 Vaden Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	6DA16535
Nashville Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 125,000.00 = D. Wayne Turner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5 DAY OF July, 1984

Notary Public

MY COMMISSION EXPIRES Nov. 1, 1987

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6331 PAGE 626

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			125000.00- CAMT.	
			100000.00- MAMT.	
			325.00 CSTAX	
			98.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	435.50-
083	A07/05/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 3405.2

IDENTIF. REFERENCE

JUL 5 10 42 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0049972