This Form furnished by Attorneys Title Company, Inc.

TICOR 6009-03438

INSTALLMENT DEED

Form No. WD-4

FROM

L. M. CLENDENIN ET AL

TO

F. J. AHERN ET AL

For draftsman's use

This instrument prepared by:

L. Kenneth Johnson, Atty.
213 North Main Street
Goodlettsville, Tenn. 37072

BOOK 3376 PAGE 581

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
F. J. Ahern et al (NAME)	Same (NAME)	26-1
118 Two Mile Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	103
Goodlettsville, Tenn. 37072 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

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IDENTIF. REFERENCE

SEP 7 10 54 AM '84

FILED & RECORDED IN REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF September, 1984.

Notary Public

MY COMMISSION EXPIRES: 4/9/86

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty Thousand and no/100 ($50,000.00) DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint note of even date, made payable to L. M. Clendenin and Marie Tinnon, Executrix, in the amount of $40,000.00, payable $493.01 monthly, payments to be first credited to interest at the rate of 12 1/2%, and balance to principal until paid.

NOTE: This note and property securing note may not be transferred in any manner without written consent of holder of note, or entire amount may be declared due and payable.

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,

we, L. M. Clendenin and Marie Tinnon, Executrix of the estate of Frank R. Tinnon, dec'd.,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto F. J. Ahern, Zepha H. Jones and Ralph L. Jones, Jr., as tenants in common,

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

BEGINNING at a point in the easterly margin of Two Mile Pike at the northwest corner of the property conveyed to Joe W. Wright in Book 3797, page 257, Register's Office of Davidson County, Tennessee; thence with said easterly margin of Two Mile Pike, North 46 degrees 16' 47 " West 183.48 feet to a point at the beginning of a curve to the east with a 25 foot radius; thence around said curve a distance of 55.94 feet to a point in the southerly margin of Long Hollow Pike as relocated; thence along the right of way of said Long Hollow Pike with a curve to the north with a radius of 1,947.86 feet, a distance of 148.26 feet to another point on said southerly right of way; thence continuing with said southerly right of way, North 77 degrees 34' 10" East 222.12 feet to a point on said right of way at the said Joe W. Wright's northeast corner; thence with Wright, South 45 degrees 00' 13" West 344.98 feet to the point of beginning, containing 0.892 acre, more or less.

BEING the same property conveyed to Frank R. Tinnon and L. M. Clendenin by deed from First Tennessee Bank, Gallatin, Tennessee, by deed of record in Book 6077, page 773, Register's Office of Davidson County, Tennessee. Frank R. Tinnon is since deceased, and by his Will of Record in Book 291, page 290, Probate Office of Davidson County, Tennessee gave to his executrix, Marie Tinnon, full power to convey real property.

NOTE: Grantors do not reside on property and claim no homestead rights therein. *

This is unimproved ( ) improved ( ) property, known as 118 Two Mile Pike (House Number) (Street) Goodlettsville, Tennessee 37072 P. O. Address: (City or Town) (Postal Zone)

*This property is conveyed subject to 50 foot drainage easement and all other easements and conditions apparent and of record.

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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 L. Kenneth Johnson 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, We further waive statutory right of redemption insured in some reliable fire insurance company or companies for at least the sum of $actual 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 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:

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 6th day of September 19 84.

X L M Clendenin
L. M. Clendenin

X F J Ahern
F. J. Ahern

X Marie Tinnon, Executrix
Marie Tinnon, Executrix of Frank R. Tinnon estate.

X Zepha H Jones
Zepha H. Jones

X Ralph L. Jones, Jr.
Ralph L. Jones, Jr.

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 L. M. Clendenin, Marie Tinnon, Executrix, F. J. Ahern, Zepha H. Jones and Ralph L. Jones, Jr., the bargainor s, 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 purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee, this 6th day of September, 19 84.

Sarah Cathree, Notary Public.

Commission expires 1/19/86.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I am 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 .

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6376 PAGE 583

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
			50000.00- CAMT.	
			40000.00- MAMT.	
			130.00 CSTAX	
			38.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	174.50-
8503A09/07/84			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1:48 1:37

IDENTIF. REFERENCE

SEP 7 10 54 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0067082