STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 24,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF Oct 1984.

Deputy Register

Prepared By: King, Ballow & Little
24th Floor
First American Center

Nashville, TN 37238

INSTALLMENT DEED

NEW OWNER:
W. B. WADLINGTON
151 Spring Valley Road
Nashville, TN 37214

SEND TAX BILLS TO:
Same

MAP PARCEL NUMBERS
95-8-114
3DZ16620

FOR AND IN CONSIDERATION of the sum of Seventy Four Thousand Dollars ($74,000.00), of which Sixteen Thousand Dollars ($16,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Fifty-Eight Thousand Dollars ($58,000.00), W. B. WADLINGTON and wife, ANNA V. WADLINGTON, have executed one note of even date payable to the order of DOROTHY ANN WOODRUFF and EARL A. KERR, JR. to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed. DOROTHY ANN WOODRUFF and EARL A. KERR, JR. have this day bargained and sold, and do hereby transfer and convey unto the said W. B. WADLINGTON and wife, ANNA V. WADLINGTON, their heirs, and assigns certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 4 on the unrecorded Map of Resubdivision of Lots No. 71, 73 to 76, inclusive, and Lots Nos. 105 and 106 on the plan of Bluefields of record in Book 843, page 34, Register's Office for Davidson County, Tennessee, and described according to a survey made by E. J. Wlkerson, Surveyor, March 24, 1952, as follows:

Beginning at a point in the northerly margin of Spring Valley Road 28 feet east of the southeast corner of Lot No. 74 on the original plan, being the common corner of Lots No. 3 and 4 on said resubdivision; thence with the line between said Lots Nos. 3 and 4 northerly 267 feet to a point, the southerly line of Lot No. 67 on said original plan; thence westerly 29.3 feet to the common corner of Lots No. 67 and 68 on said original plan; thence with the southerly line of Lot No. 68 westerly 61.4 feet to the common corner of Lots Nos. 4 and 5 on said resubdivision; thence with the line between Lots No. 4 and 5 southerly 297 feet to a point in the northerly line of Spring Valley Road; thence with the margin of the same easterly 100 feet to the beginning.

Being the same property conveyed to E. A. KERR and wife, MARY VIRGINIA KERR, by deed from HARRY L. BIBB and wife of record in Book 2810, page 613, Register's Office for Davidson County, Tennessee, the said MARY VIRGINIA KERR having predeceased E. A. KERR and the said E. A. KERR having since died leaving his children, DOROTHY ANN WOODRUFF and EARL A. KERR, JR. as his only heirs-at-law.

This conveyance is made subject to all restrictive covenants, easements and set back lines that are applicable to the above described property.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $ 74000.00 Subscribed and sworn to before me, this the 27th day of September 1984.

BOOK 6393 PAGE 38

W. B. Wadlington

Affiant

This is improved property, known as 153 Spring Valley Road, Nashville, Tennessee 37214.

TO HAVE AND HOLD 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 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 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 herein provided, and for the consideration of One Dollar paid in cash, receipt of which is acknowledged, the said W. B. WADLINGTON and wife, ANNA V. WADLINGTON, hereinafter referred to as trustors, hereby transfers and conveys unto FRANK S. KING, JR, 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 their interest may appear.

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 hereinafter 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 12 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, statutory right of redemption, homestead, dower and all other exemptions (statutory and common law) 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. 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 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee be vested in said successor.

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

Witness our hands this 27th day of September, 1984, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

DOROTHY ANN WOODRUFF

W. B. WADLINGTON

EARL A. KERR, JR.

ANNA V. WADLINGTON

STATE OF MISSISSIPPI)
COUNTY OF HINDS)

Personally appeared before me, Sally J. Smith,
a Notary Public in and for said County and State, HINDS COUNTY, MISSISSIPPI
the within named bargainor, DOROTHY ANN WOODRUFF, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness our hands and official seal at JACKSON
Mississippi, this 17th day of September, 1984.

My Commission Expires _____: Sally J. Smith
NOTARY PUBLIC Sally J. Smith

STATE OF COLORADO)
COUNTY OF Adams)

Personally appeared before me, Darla Hathaway,
a Notary Public in and for said County and State, Adams County, Colorado
the within named bargainor, EARL A. KERR, JR., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therin contained.

Witness our hands and official seal at Thornton
Colorado, this 11th day of September, 1984.

1:53 1:25:1
IDENTIF. REFERENCE
Oct 1 9 42 AM '84
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

My Commission Expires 5/27/86 : _____
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, _____,
a Notary Public in and for said County and State, _____
the within named bargainors, W. B. WADLINGTON and wife, ANNA V. WADLINGTON, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness our hands and official seal at _____
Tennessee, this 27th day of September, 1984.

My Commission Expires April 21, 1985: _____
NOTARY PUBLIC

10/31 CHECK

4548

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6393 PAGE 41

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			74000.00-	CAMT.
			58000.00-	MAMT.
			192.40	CSTAX
			56.00	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	260.90-
4648A	10/01/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1:53 1:25

IDENTIFICATION REFERENCE

OCT 1 0 42 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0072758