This Instrument Was Prepared By

Phillip Saindon ala.

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
John W. Stapp, IV (NAME:) Trustee	John W. Stapp, IV Trustee (NAME:)	
P.O. Box 120572 (STREET ADDRESS OR ROUTE NUMBER)	C/O P.O. Box 120572 (STREET ADDRESS)	MAP 121
Nashville, Tn 37212 (CITY) (STATE) (ZIP)	Nashville, TN. 37212 (CITY) (STATE) (ZIP)	PAR 133

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FOR AND IN CONSIDERATION of the sum of one hundred seventy-three thousand, eight hundred fifty dollars and no/100---------($173,850.00)---------- *Dollars, of which* fifty thousand, four hundred sixteen dollars and fifty cents, ($50,416.50)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* one hundred twenty-three thousand, four hundred thirty-three dollars and fifty cents----($123,433.50)------ *Dollars,*

John W. Stapp, IV, Trustee *has executed* an installment deed note in the amount of one hundred twenty-three thousand, four hundred thirty-three dollars and fifty cents, ($123,433.50) to be paid in 5 equal annual installments of $24,686.70, plus interest at the rate of 10% per annum on the unpaid balance. First payment to be made one year from date.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Myra Pulley Cunningham and Hazel Claire Pulley

have this day bargained and sold, and do hereby transfer and convey unto the said John W. Stapp, IV, Trustee, with full power to sell, transfer, convey, mortgage or encumber his without the joinder of any beneficiary. *the Grantees herein, their successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

BEGINNING at an iron rod situated in the southerly margin of Couchville Pike, 60 foot Right-Of-Way, said point being the northwest corner of the R.S. Pulley property as of record in Deed Book 0739, Page 057, R.O.D.C. Tennessee, and the northeast corner of the property herein described:

Thence, with R.S. Pulley's westerly line, S 1° 16' 19" E, a distance of 1384.78 feet to an iron rod;
Thence, S. 44° 43' 35" E, a distance of 106.15 feet to an iron rod;
Thence, S 13° 22' 14"W, a distance of 911.62 feet to an iron rod situated in the north line of the Airport Authority property as recorded in Deed Book 5280, page 156, R.O.D.C., Tenn.;
Thence, N 82° 33' 13" W, a distance of 414.50 feet to an iron rod;
Thence, N 5° 38' 21"E, a distance of 959.36 feet to an iron rod;
Thence, N 81° 13' 12"W, a distance of 336.49 feet to an iron rod;
Thence, N 3° 52'55" E, a distance of 1286.44 feet to an iron rod;
Thence, S 88° 24'11"E, a distance of 75.00 feet to an iron rod;
Thence, N 4° 06'53"E, a distance of 220.78 feet to an iron rod; situated in the southerly margin of Couchville Pike;

SEE BACK OF PAGE.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 173,850.00

Subscribed and sworn to before me, this the 15th day of [illegible] 19 84

John W. Stapp, IV Trustee
Affiant

My commission expires: 4-17-88
(Affix Seal)

[illegible]
Notary Public

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 (successors), 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto ....., 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 his interest may appear.

Thence, with said right-of-way, S 77° 17' 43"E, a distance of 240.91 feet to an iron rod marking the beginning of a curve to the right; Thence, around said curve having a central angle of 25° 13'13", a radius of 865.80 feet, a total length of 381.10 feet to the point of beginning and containing 34.77 acres of land more or less.

BEING a parcel of land situated in Nashville, Davidson County, Tennessee, said parcel being the same property conveyed to J.H. Pulley and wife, Haynie Pulley as recorded in Deed Book 667,Page 238, Register's Office for Davidson County, Tennessee, and being more particularly described by metes and bounds .

Said property description was prepared by Dale and Associates, Inc., dated, December 6, 1984.

The said J.H. Pulley and wife Haynie Pulley are deceased leaving two heirs (daughters), Myra Pulley Cunningham and Hazel Claire Pulley.

This is not the usual place of residence of either of the grantors.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John W. Stapp , IV, Trustee , with full power to sell, transfer, convey, mortgage or encumber, without the joinder of any beneficiaries, ~~heirs~~ *(successors), 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* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* John W. Stapp , IV., Trustee *(successors), 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 hereinafter provided. and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said John W. Stapp , IV., Trustee *hereinafter referred to as trustors, 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 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 his 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 hereafter 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 6 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, 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 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. 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 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 shall be vested in said successor.

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

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 13 day of December, 1984

- John W. Stapp II, Trustee
- Myra Pulley Cunningham
- Hazel Claire Pulley

Form No. WD3b

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, James K. Polk Rees, a Notary Public in and for said County and State, the within named Myra Pulley Cunningham and Hazel Claire Pulley

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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 13 day of December, 1984.

James K. Polk Rees
Notary Public

My Commission Expires Jan 18 1987

STATE OF TENNESSEE }
County of DAVIDSON }

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personally appeared before me, K. Ricl Martin, a Notary Public in and for said County and State, the within named John W. Stapp, IV., Trustee

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

Witness my hand and official seal at Nashville, Tennessee, this 13th day of December, 19 84.

K. Ricl Martin Notary Public

Commission Expires 4-17-88

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 .....

I 6 9 8 4 5

IDENTIF. REFERENCE

DEC 13 2 40 PM '84

FELIX G. [illegible] REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

Myra Pulley Cunningham and

Hazel Claire Pulley

TO

John W. Stapp, IV, Trustee

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627
PEDIGO & SAINDON

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

RECEIVED OF _____

FOR _____

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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
			173850.00-	CAMT.
			123433.50-	MAMT.
			451.83	CSTAX
			.05	CSTAX
			121.40	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	565.78-
			5076A12/13/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 6 9 8 4 5

IDENTIF. REFERENCE

DEC 13 2 40 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 92907