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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Ezell, Mitchell & Partners

TO

Rodger W. Weller

For draftsman's use

PREPARED BY:

TOM G. COLEMAN, JR.
Attorney-at-Law
9000 East Church Street
Brentwood, TN 37027

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Rodger W. Weller (NAME)	New Owner (NAME)	Dr. 173
1306 Barnes Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P. 217
Antioch TN 37013 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

I. 7. 4 3. 53

IDENTIF. REFERENCE

JAN 3 9 43 AM '85

FELIX A. ROBERTSON, JR. REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 57,000.00 Linda T. Lowe
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 29th DAY OF October 1984

Mrs. Douglas H. Jackson
Notary Public

MY COMMISSION EXPIRES: 7/20/85

(AFFIX SEAL)

NOTARY PUBLIC LAKE CO. STATE OF TENNESSEE

FOR AND IN CONSIDERATION OF the sum of Fifty Seven Thousand and No/100---------- ($57,000.00) ---------- DOLLARS

of which $ 6,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has this day executed two promissory notes as follows: (1) One promissory note in the amount of $5,000.00 payable to the order of Land Investment and Development Corporation without interest, being due and payable on or before March 15, 1985. In the event, however, of any extension of said $5,000.00 note, it shall bear interest from and after maturity date at the rate of 13% per annum. (2) One promissory note in the principal amount of $46,000.00 payable to the order of Land Investment and Development Corporation, payable in 12 consecutive monthly installments of $500.00 each, including interest at the rate of 13% per annum; and thereafter, in 168 consecutive monthly installments of $595.70 each, including interest at the rate of 13% per annum, said payments to commence on December 1, 1984, and shall continue on the 1st day of each succeeding month until the total amount of principal and interest has been fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

and providing for payment of attorney's fees, which 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,

EZELL, MITCHELL, & PARTNERS

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

RODGER W. WELLER, a single man

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

Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of Dreamland Estates, Section 3, as of record in Book 5200, page 649, Register's Office for Davidson County, Tennessee, reference to which is here made for a more complete and accurate description.

Being part of the same property conveyed to Ezell, Mitchell & Partners (the "Grantor"), by deed from Raymond Shih-H Yan and wife, Rebecca Chua Yan, of record in Book 6060, page 32, Register's Office for Davidson County, Tennessee, and by deed from Phillip L. Stinson and wife, Betty C. Stinson, of record in Book 6060, page 27, Register's Office for Davidson County, Tennessee, all the interests in the Grantor having been conveyed and delivered to Land Investment and Development Corporation on September 21, 1984.

This instrument is made subject to Restrictive Covenants of record in Book 6376, page 121, said Register's Office; the plan of record in Book 5200, page 649, said Register's Office, to which reference is made and which contains certain setback lines and easements thereon; and to all applicable local government planning, building and zoning regulations.

This instrument was prepared from information furnished by Houston T. Ezell.

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

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 Tom G. Coleman, Jr. **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** full value of Improvements **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:**

*We hereby waive our right of statutory redemption under TCA 66-8-101.

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 29th **day of** October **19** 84.

EZELL, MITCHELL & PARTNERS
By: LAND INVESTMENT AND DEVELOPMENT CORP.

Houston T. Ezell
HOUSTON T. EZELL, PRESIDENT

Rodger W. Weller
RODGER W. WELLER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Rodger W. Weller

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

*(or proved to me on the basis of satisfactory evidence)

Witness my hand and official seal at Brentwood, Tn.

Tennessee, this 29th day of October, 19 84.

Mrs. Douglas L. Sanders
Notary Public.

MRS. DOUGLAS L. SANDERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 7/21/85

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } Williamson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Houston T. Ezell,

with whom I am personally acquainted,* and who, upon oath, acknowledged himself to be President of the Land Investment and Development Corporation,

the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

*(or proved to me on the basis of satisfactory evidence)

Witness my hand and seal, at office in Brentwood, Tn.

this 29th day of October, 19 84.

DOUGLAS L. SANDERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Mrs. Douglas L. Sanders, Notary Public.

Commission expires 7/21/85

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6467 PAGE 164

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
			57000.00- CAMT.	
			51000.00- MAMT.	
			146.20 CSTAX	
			49.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	203.70-
			0638A01/03/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 4 3 5 2

IDENTIF. REFERENCE

JAN 3 9 43 AM '85

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 98340