This instrument prepared by Sam D. Berry, Attorney at Law, 3 } Gallatin, Rd.
Madison, TN 37115

Installment Deed

BOOK 6474 PAGE 230

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jimmy C. York, et ux, et al (NAME:)	Jimmy C. York, et ux, et al (NAME:)	72-2
910 Ben Allen Road (STREET ADDRESS OR ROUTE NUMBER)	910 Ben Allen Road (STREET ADDRESS)	parcel 68
Nashville, TN 37216 (CITY) (P. O. ZONE) (STATE)	Nashville, TN 37216 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 *Dollars,*

of which SEVENTY-FIVE THOUSAND AND NO/100 -------$75,000.00 *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 -------$175,000.00 *Dollars,*

Jimmy C. York and wife, Linda K. York and James M. Walton and wife, Deborah L. Walton *have executed*

their joint promissory note of even date herewith payable to the order of CHARLES A. WHEELER JR AND WIFE, ALICE THORNE WHEELER in monthly installments of $2,510.75 each including principal and interest at the rate of 12% per annum, the terms of said note being for a period of Ten (10) years from date thereof:

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, CHARLES A. WHEELER JR AND WIFE, ALICE THORNE WHEELER, hereinafter called the grantors *have this day bargained and sold, and do hereby transfer and convey unto the said* JIMMY C. YORK AND WIFE, LINDA K. YORK AND JAMES M. WALTON AND WIFE, DEBORAH L. WALTON herein called the grantees *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Tract 1

Land in Davidson County, Tennessee, being Lots Nos. 13 and 14 on the Plan of D. T. Crockett's Subdivison of part of Maplewood, as of record in Book 421, page 159, Register's Office for said County.

Said Lots Nos. 13 and 14 front together 100 feet on the westerly side of Masonic Drive and run back 165 feet on the northerly line and 162½ on the southerly line to the easterly margin of the right of way of the Lewisburg and Northern Railroad, measuring 136 feet thereon.

Being the same property conveyed to Charles A. Wheeler Jr. and wife, Alice Thorne Wheeler by installment deed from H. H. Richardson and wife Eva Richardson of record in Book 4171, page 501 Registers Office for Davidson County, Tennessee.

Tract II

Land in Davidson County, Tennessee, being Lot No. 15 and the south part of Lot No. 16 on the Map of D. T. Crockett's Subdivision of Maplewood, of record in

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Shelby

The actual consideration or value whichever is greater, for this transfer is $ 250,000.00

Subscribed and sworn to before me, this the 21st day of December 1984

Affiant

My commission expires: 6/29/85 (Affix Seal)

Notary Public

DOROTHY L. C... NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Book 421, page 159, Register's Office for said County.

Said Lot and part of said lot adjoin and front together 95.4 feet on the westerly side of Maplewood Road and run back 165 feet on the south line of Lot No. 15 and 166.6 feet, more or less, on the north line of part of Lot No. 16, to the easterly right of way line of the Louisville & Nashville Railroad, on which they measure 87.5 feet.

Being the same property conveyed to Charles A. Wheeler Jr. and wife, Alice Thorne Wheeler by deed from John T. Killingsworth and sife Ruby A. Killingsworth of record in Book 3466, page 405 Registers Office for Davidson County, Tennessee.

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 Jimmy C. York and wife, Linda K. York and James M. Walton and wife, Deborah L. Walton *(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.* except for 1984 taxes.

we *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jimmy C. York and wife Linda K. York and James M. Walton and wife, Deborah L. Walton *(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 Jimmy C. York and wife, Linda K. York and James M. Walton and wife, Deborah L. Walton *hereinafter referred to as trustors, hereby transfer and convey unto* Charles T. Wheeler, *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 $ 350,000.00, *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 31st *day of* December, *19* 84

This Deed of Trust or the note secured thereby may not be assumed.

Charles A. Wheeler Jr.
Charles A. Wheeler Jr

Alice Thorne Wheeler
Alice Thorne Wheeler

Jimmy C. York and wife, Linda K. York and James M. Walton and wife, Deborah L. Walton hereby waive their statutory right of redemption.

James M. Walton

Jimmy C. York
Jimmy C. York

Deborah L. Walton
Deborah L. Walton

Linda K. York
Linda K. York

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, The undersigned *a Notary Public in and for said County and State,* Charles A. Wheeler Jr. and wife, Alice Thorne Wheeler, Jimmy C. York and wife Linda K. York and James M. Walton and wife, Deborah L. Walton

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

Witness my hand and official seal at Hendersonville, Tennessee *this* 31st *day of* December, *19*84

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Dorothy L. Lowe
Notary Public

Commission expires 6/29/85

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

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

Witness my hand and official seal at.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

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.....

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

JAN 19 11 24 AM '88

IDENTIF. REFERENCE:

I. 7. 6. 9. 9

INSTALLMENT DEED

FROM
JIMMY C. YORK, ET UX, ET AL

TO
CHARLES A. WHEELER, JR., ET UX

RETURN TO:
JIMMY C. YORK
910 BEN ALLEN ROAD
NASHVILLE, TN 37216

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

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

RECEIVED OF _____

FOR _____

BOOK 6474 PAGE 234

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

250000.00- CAMT.
175000.00- MAMT.
650.00 CSTAX
173.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 835.50-
346|A01/15/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 6 6 9 9

T
IDENTIF. REFERENCE

JAN 15 11 14 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 101085