Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Daniel W. Small	same	Map 117-10
(NAME):	(NAME):	
17th Floor, Third Nat. Bank Bldg.		Par 63
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37219		FB# 7DA 36800
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three Hundred Twenty Thousand & 00/100 ($320,000.00) *Dollars,*

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of which Three Hundred Thousand & 00/100 ($300,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand & 00/100 ($20,000.00) *Dollars,*

Daniel W. Small *has executed*

his one promissory note dated the 15 day of January, 1985, payable to the order of Lennie B. Storey on or before five (5) years after date, with regular installments of interest being sooner due and payable,

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,

Lennie B. Storey (formerly Ross) and husband, Carl D. Storey, Jr.,

have this day bargained and sold, and do hereby transfer and convey unto the said

Daniel W. Small, his

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 7 and 8 of Block "B" on the Map of Woodmont, as of record in Book 843, page 62, Register's Office for said County.

Said Lots Nos. 7 and 8 front together 190 feet on the east side of Hoods Hill Road, and run back between parallel lines, 225 feet to a dead line.

Being the same property conveyed to Michael S. Ross and wife, Lennie B. Ross, by deed from Jack W. Tenzel and wife, of record in Book 5485, page 45, and conveyed to Lennie B. Ross by deeds from Michael S. Ross, of record in Book 5908, page 601, and in Book 6112, page 683, said Register's Office.

Said property is conveyed subject to the lien of 1985 taxes, which have been prorated and assumed by the grantee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $320,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF January 1985.

B. Edwards
Deputy Register

This instrument was prepared by John J. Archer, Attorney
300 Court Square Bldg., Nashville, TN 37201

Daniel W. Small, contemporaneously herewith, has executed a Deed of Trust to Paul E. Bidez, Trustee, to secure to the Third National Bank in Nashville (the "Bank Lien") the payment of monies borrowed by Daniel W. Small to effect the purchase of this property. It is agreed that the lien of this instrument shall be and remain subordinate to the Bank Lien, but only as to the first $300,000.00 secured by the Bank Lien; it being the intent of the parties that the Third National Bank shall have a first priority lien as to $300,000.00 of the debt (including renewals and extensions thereof) secured by the Bank Lien, but that the lien of this instrument shall take precedence over the Bank Lien as to any portion of the Bank Lien indebtedness which exceeds $300,000.00. Should Daniel W. Small refinance the said indebtedness to Third National Bank, and a new Deed of Trust be given to secure payment of the refinanced indebtedness, the lien of this instrument then shall be and remain subordinate to the lien of the Deed of Trust securing the refinanced indebtedness, but only as to the first $300,000.00 of the refinanced indebtedness.

The parties further agree that any occurrence of default declared by the beneficiary under the terms and provisions of the first priority Deed of Trust (including the refinancing Deed of Trust, if any), shall likewise be and constitute an occurrence of default under this instrument.

If the undersigned Daniel W. Small makes any further or subsequent transfer or conveyance of this property, or of his equitable title thereto or interest therein, the indebtedness secured by this instrument shall become immediately due and payable at the option of the holder of the note evidencing said debt; PROVIDED, HOWEVER, that the provisions of this paragraph shall not be applicable, operative, or enforceable as to the transfer or conveyance made for purposes of the refinancing Deed of Trust, hereinabove mentioned.

This is improved (X) unimproved ( ) property, known as 3612 Hoods Hill Road, Nashville, TN 37215
(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 Daniel W. Small, his ..... *(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 as stated above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Daniel W. Small, his ..... *(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 Daniel W. Small ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Edmund W. Archer, *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 $*XXXXXXXXXXXXX*, 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,* but subject to the interests of any creditor secured by mortgage lien of greater priority.

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, and to the payment of the debt secured by mortgage lien of first priority, as and to the extent above provided.

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 15 *day of* January, *19*85.

Lennie B. Storey

Lennie B. Storey (formerly Ross)

Carl D. Storey Jr.

Carl D. Storey, Jr.

D. W. Small

Daniel W. Small

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John T. Archer, *a Notary Public in and for said County and State,* Lennie B. Storey (formerly Ross) and husband Carl D. Storey, Jr.,

*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 Nashville, *Tennessee, this* 15 *day of* January, *19*85.

John T. Archer *Notary Public*

Commission expires 1-19-86

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John T. Archer, *a Notary Public in and for said County and State,* Daniel W. Small

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

Witness my hand and official seal at Nashville, Tennessee
this 13 *day of* January, *19* 85

Commission expires 1-12-86 *Notary Public*

JOHN T. ARCHER NOTARY PUBLIC DAVIDSON CO. TENN.

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 corporatoin by* .....*self as* .....

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

.....*Notary Public*

Commission expires .....

I-7,6,9 6 5

INSTALLMENT DEED

FROM

LENNIE B. STOREY, et vir.

TO

DANIEL W. SMALL

IDENTIF. REFERENCE

JAN 15 3 34 PM '85

FELIX Z. ZOLLICOFFER REGISTER
DAVIDSON COUNTY, TN

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

01/15 52.50 CHECK

3731

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

320000.00- CAMT.
20000.00- MAMT.
832.00 CSTAX
18.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 862.50-
3731A01/15/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 6 9 6 5

IDENTIF. REFERENCE

JAN 15 3 34 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 101353