INSTALLMENT DEED

BOOK 6484 PAGE 800

For and in Consideration of the sum of Twelve Thousand Five Hundred and no/100 ($12,500.00) Dollars,

of which None Dollars,

has been paid in cash~~XXX~~

the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand Five Hundred and no/100 ($12,500.00) Dollars,

the said Floyd Thomas Scott has executed his note payable to Jerry Douglas Stephens in the principal amount of $12,500.00 with no interest, payable on or before December 31, 1985 and if not paid when due interest at the rate of 10% per annum will accrue from the date of this instrument until paid in full.

I 8 0 2 9 5

T. IDENTIF. REFERENCE

JAN 31 9 40 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, I, Jerry Douglas Stephens

have this day bargained and sold, and do hereby transfer and convey unto the said Floyd Thomas Scott, his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:
SITUATED in the 8th Civil District of Davidson County, Tennessee, on the South side of U.S. Highway 70 North, being a portion of the P.V. Stephens farm, and being more particularly described as follows:

BEGINNING at a point in the center line of U. S. Highway 70 North, said point being 3,380 feet west of the intersection of Highway 70 North and Forrest Valley Drive, as measured along said center line, thence south 29 deg. 30 min. east 202.0 feet to a point; thence south 75 deg. 30 min. east 77 feet to a point; thence south 65 deg. east 262 feet to a point; thence south 31 deg. west 236 feet to a point; thence south 49 deg. 43 min. east 152.41 feet to a point; thence south 40 deg. 43 min. east 133.32 feet to a point; thence south 47 deg. 38 min. west 120.52 feet to a point; thence south 51 deg. 38 min. west 127.98 feet to a point; thence south 56 deg. 55 min. west 86 feet to a point; south 27 deg. 44 min. east 91.69 feet to a point; thence south 35 deg. 29 min. east 118.83 feet to a point; thence south 28 deg. 10 min east 133.41 feet to a point; thence south 25 deg. 40 min. east 130.02 feet to a point; thence south 34 deg. 36 min. east 173.74 feet to a point; thence south 32 deg. 47 min. east 85.22 feet to a point; south 27 deg. 45 min. east 119.18 feet to a point; thence south 15 deg. 32 min. east 119.79 feet to a point; thence south 61 deg. 11 min. east 77.45 feet to a point; thence south 78 deg. 21 min. east 82.54 feet to a point; thence north 21 deg. 08 min. east 60.28 feet to a point; thence north 14 deg. 31 min. east 15.47 feet to a point; thence north 13 deg. 04 min. east 99.66 feet to a point; thence north 28 deg. 14 min. east 76.90 feet to a point; thence north 47 deg. 54 min. east 81.73 feet to a point; thence north 67 deg. 15 min. east 71.27 feet to a point; thence north 58 deg. 20 min. east 65.71 feet to a point; thence north 25 deg 04 min. east 85.13 feet to a point; thence north 40 deg. 34 min. east 120.95 feet to a point;

(continued on next page)

This is unimproved (X) improved ( ) property, known as Charlotte Pike, Nashville, TN 37209
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

7840

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Floyd Thomas Scott, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Floyd Thomas Scott his 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 me in hand paid, I, the said Jerry Douglas Stephens

do hereby transfer and convey unto H. E. Collins, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Floyd Thomas Scott 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 the insurable value 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.

I 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 I 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 I, the said Floyd Thomas Scott 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 I 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; I 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. I 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. I 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:

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 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 Floyd Thomas Scott representatives or assigns.

DEED DESCRIPTION CONTINUED - JERRY DOUGLAS STEPHENS, ET UX TO FLOYD THOMAS SCOTT

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thence north 47 deg. 45 min. east 92.51 feet to a point; thence north 13 deg. 29 min. west 43.19 feet to a point; thence north 12 deg. 09 min. west 231.71 feet to a point; thence north 16 deg. 49 min. west 223.92 feet to a point; thence north 11 deg. 06 min. west 228.55 feet to a point; thence north 1 deg. 06 min. east 220.05 feet to a point; thence north 16 deg. 00 min. east 55.91 feet to a point; thence north 19 deg. east 134 feet to a point; thence north 62 deg. west 66 feet to a point; thence south 80 deg. west 394 feet to a point; thence north 48 deg. west 380 feet to a point; thence south 81 deg. west 226 feet to a point; thence south 77 deg. west 245.0 feet to the point of beginning, containing 29.87 acres.

BEING the same property conveyed to Jerry Douglas Stephens by deed from Margaret M. Ely and husband, Thomas J. Ely, Jr. as of record in book 6238, page 465 R.O.D.C. Tennessee.

Peggy Stephens, wife of Jerry Douglas Stephens joins in this conveyance for the express purpose of conveying any and all right, title and interest she has or may have in the future by virtue of being married to the said Jerry Douglas Stephens.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Floyd Thomas Scott (NAME)	Same (NAME)	Map 128 Parc 120
7692 Charlotte Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 114 Parc 254
Nashville, TN 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Map 114 Parc 257

THIS INSTRUMENT WAS PREPARED BY

H. E. Collins, Attorney
COLLINS, HEDGEPATH, LEE & YOUNG
4800 Charlotte Avenue
Nashville, Tennessee 37209

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 12,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF JANUARY, 1985

Notary Public

MY COMMISSION EXPIRES: 4-30-86

(AFFIX SEAL)

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 H. E. Collins, Trustee, shall be vested in said successor.

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 Jerry Douglas Stephens and wife, Peggy Stephens and Floyd Thomas Scott hereunto set our hands at Nashville, Tennessee, this the 30 day of JANUARY 1985

Jerry Douglas Stephens
Peggy Stephens
Floyd Thomas Scott

STATE OF TENNESSEE

DAVIDSON **County**

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named JERRY DOUGLAS STEPHENS, PEGGY STEPHENS AND FLOYD THOMAS SCOTT

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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30TH day of JANUARY, 1985

Notary Public.

Commission Expires 4-30-86

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

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

RECEIVED OF _____

FOR _____

BOOK 6484 PAGE 804

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
			12500.00- CAMT.	
			12500.00- MAMT.	
			32.50 CSTAX	
			18.50 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	55.50-
7840A01/31/85			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 8 0 2 9 5

IDENTIF. REFERENCE

JAN 31 9 40 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 105340