INSTALLMENT DEED

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For and in Consideration of the sum of Sixty two thousands five hundred ($62,500.00) and no/100********** Dollars, of which Twenty One Thousands ($21,000.00) and no/100 ********** Dollars, has been paid in cash by Bobby Malone and wife Joyce Malone and Lula Mae Stephens the receipt of which is hereby acknowledged, and for the remainder Forty One Thousands Five Hundred ($41,500.00) and no/100 ********** Dollars, the said Bobby Malone and wife Joyce Malone and Lula Mae Stephens have executed an installment Deed Note in the principal amount of $41,500.00 payable to the order of Eula E. Jenkins. Said note is payable in 10 equal annual installments of $4,150.00 plus interest at the rate of 12% interest. First installment being due and payable July 1, 1985 and a like installment being due and payable on the same day of each suceeding year until both interest and principal has been paid in full.

It is agreed by all parties hereto that the indebtedness described in this instrument shall not be assumed by other parties without written approval of the holder of this note, and in the event the herein described property is sold or conveyed, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.

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,

Eula E. Jenkins, a single person

have this day bargained and sold, and do hereby transfer and convey unto the said Bobby Malone and wife Joyce Malone, a 1/2 interest and Lula Mae Stephens a 1/2 interest, theirs heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land lying and being in the 4th Civil District of Davidson County, Tennessee, described according to a survey made by Parrish Engineers, Inc. dated Sept. 11, 1967 as follows:

Beginning at a point in the center of Old Lebanon Road at the southwest corner of a tract of land owned by Andrew D. Jackson, Deed of record in Book 1977 page 371, Register's Office Davidson County, Tennessee, thence N.8° 46' W. 589.8 feet to a 10" Elm and Stone; thence N. 47° 00' E. 435 feet to a point in the middle of Stoner's Creek; thence N. 53° 00' W. 140 feet to a point; thence N. 20° W. 267.3 feet to a point; thence S. 89° 15' W. 100 feet to a point; thence S. 71° 00' W. 244.3 feet to a point; thence N. 63° 15' W. 200.0 feet to a point; thence N. 38° 30' W. 154 feet to a point; thence leaving said creek S. 28° 03' W. 788.88 feetto iron stake by cedar; thence S. 52° 08' E. 806.7 feet to point in the Center of Old Lebanon Road; thence along the center line of said road N. 86° 11' E. 195 feet to a point; thence along the center line of said road N. 73° 00' E. 109.4 feet to the point of beginning, containing 13.85 acres, more or less.

Being part of the property conveyed to William Newton Jenkins and wife Eula E. Jenkins by deed from Charles Elder Rowlett and wife Fannie Louise Rowlett of record in Book 2435 page 203, Register's Office Davidson County, Tennessee, William Newton is now deceased having died May 10, 1972.

Said property is sold by the tract and not by acre.

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

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Bobby Malone and wife Joyce Malone and Lula Mae Stephens, their 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. except 1985 taxes, which have been pro-rated and shall be paid by buyers. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said Bobby Malone and wife Joyce Malone and Lula Mae Stephens, 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 Bobby Malone and wife Joyce Malone and Lula Mae Stephens do hereby transfer and convey unto Roger Jenkins, 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 Bobby Malone and wife Joyce Malone and Lula Mae Stephens 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.

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 Bobby Malone and wife Joyce Malone and Lula Mae Stephens 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, 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, 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:

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 Bobby Malone and wife Joyce Malone and Lula Mae Stephens 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 Roger Jenkins, 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 Bobby Malone and wife Joyce Malone, Lula Mae Stephens and Eula E. Jenkins

hereunto set our hands at Nashville, Tennessee, this the 31 day of January 85

Eula E. Jenkins
Bobby Malone
Joyce Malone
Lula Mae Stephens

STATE OF TENNESSEE

Davidson County

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, the within named Bobby Malone and wife Joyce Malone and Lula Mae Stephens and Eula E. Jenkins

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 31 day of January, 1985

Dewey W. Pedigo
Notary Public at Large

Commission Expires 10-19-86

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 _____

STATE OF TENNESSEE
COUNTY OF _____

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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 a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

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

_____, Notary Public.

Commission Expires _____

I 80989

IDENTIF. REFERENCE

FEB 5 10 12 AM '85

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

DUPLICATE

609

02/05/85 10:12:50 CHECK

INSTALLMENT DEED

FROM
Eula E. Jenkins

TO
Bobby Malone and wife
Joyce Malone and Lula Mae
Stephens

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Bobby Malone (NAME)	Same (NAME)	Map 76
Rt #10 Box 12134 (STREET ADDRESS OR ROUTE NUMBER)	Old Hickory Blvd (STREET ADDRESS)	Par 33
Hermitage Tenn. 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	40.1091

THIS INSTRUMENT WAS PREPARED BY

Dewey W. Pedigo
Attorney
3204 Freno Lane
Nashville, Tenn. 37214

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 62,500 = Bobby Malone
Affiant

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

Dewey W. Pedigo
Notary Public

MY COMMISSION EXPIRES: 10-19-88

(AFFIX SEAL)

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
			62500.00- CAMT.	
			41500.00- MAMT.	
			162.50 CSTAX	
			39.50 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	214.50-
			8709A02/05/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 80989

IDENTIF. REFERENCE

FEB 5 10 12 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 106173