This Instrument Prepared By:
Fred C. Dance
Attorney at Law
Suite 501, 501 Union Street
Nashville, TN 37219

Send Tax Bills To:
WAYNE M. McINTURFF
4481 PECAN VALLEY RD.
NASHVILLE, TENN. 37218
Map & Parcel: 069-00-0-036.00
Field Book 13DA-49975

BOOK 6529 PAGE 121

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 50,000.00 .

Wayne M. McInturff
Affiant

Subscribed and sworn to before me this 4th day of April, 1985.

My commission expires: 4/21/85

Fred C. Dance
Notary Public

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Fifty Thousand and no/100 Dollars, of which Ten Thousand and no/100 Dollars, has been paid in cash by the hereinafter named Grantees, the receipt of which is hereby acknowledged, and for the remainder Forty Thousand and no/100 Dollars, the said hereinafter named Grantees have made, executed and delivered one promissory note of even date herewith payable to the order of Grantor in 60 consecutive monthly installments of $ 849.89 each, with the first installment due the 15th day of June, 1985 which note bears interest at the rate of 10 percent per annum from May 15, 1985, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Opal Abernathy Wilson , herein called Grantor, have this day bargained and sold, and do hereby transfer and convey a one-half undivided interest in Wayne M. McInturff and wife, Emma S. McInturff, and a one-half undivided interest in James A. Lewis and wife, Hilda M. Lewis , herein called Grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 13th formerly the 23rd, Civil District of said County, being part of the East part of Lot No. 2 on the plat of the lands of Mrs. Elizabeth Abernathy, Deceased, of record in Book 29, page 20, Register's Office for said County, described according to a copy of a survey thereof made Feb. 26, 1944 by Z. J. Wilkinson, Surveyor, as follows:

Beginning at a point in the westerly right-of-way line of State Highway No. 112, being Joe Walkup's Northeast corner; thence with the westerly right-of-way line of said Highway N. 27° W 495 feet to a stake in the southerly margin of a private road; thence with the southerly margin of said private road S. 82° W. 200 feet to a stake in said road; thence leaving said road S 435 feet to a stake in the Northerly margin of said Joe Walkup property; thence with Joe Walkup's Northerly line and with old rock fence line N. 88° E 424 feet to the beginning, containing 3.15 acres.

Being the same property conveyed to James Frank Wilson and wife, Opal Abernathy Wilson, by deed of record in Book 1285, page 267, Register's Office, Davidson County, Tennessee. The said James Frank Wilson having died.

04/09 180.50- CHECK

6160

Possession of the real estate shall be delivered to the Grantees on or before June 15, 1985.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their heirs and assigns forever. Grantor covenants that Grantor is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

Grantor further covenants and binds Grantor and her heirs and representatives, to warrant and forever defend the title to 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 promissory note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, or in the default of the terms, as hereinafter provided, and for the consideration of one dollar, to Grantees in hand paid, the Grantees do hereby transfer and convey unto Richard Dance , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

Grantees do hereby agree to keep all buildings now or hereafter erected on said real estate, insured in some reliable fire insurance company or companies for at least the sum of $ VALUE until the note 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 and holder of said note, as said owner's and holder's interest may appear, after first providing for the loss to be paid to the first and second deeds of trust as herein disclosed. Said policy or policies of insurance shall be delivered to and remain in possession of the holder of the first lien on the real estate.

Grantees further agree to keep the improvements on said real estate in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case Grantees fail to do either, then the said Trustee, or the lawful owner and holder of said note, 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 herein, the same to bear interest at the rate as set out in the above described note from the date of such payment.

Grantees agree that all sums advanced by the Trustee or the lawful owner and holder of the promissory note secured hereby, for taxes, insurance, repairs and maintenance, and attorney's fees as provided herein, are due and payable, without demand or notice, to the one making such advances, and failure of the Grantees to so pay shall constitute a default herein.

Now, if Grantees shall pay the note 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 Grantees make default herein and fail to pay said promissory note or any part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; Grantees fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty days from date of such payment, or fails to keep and perform each and every agreement herein contained, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said note, then past due and unpaid, all of the entire unpaid balance on said promissory note 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 the county in which the real estate is located, to sell said real estate at the front door of the Court House in the county in which the real estate is located to the highest bidder for cash, at public outcry, free from statutory and equity of redemption and all other rights and claims whatsoever, homestead, dower, marital rights and all other exemptions and rights 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 owner and holder of the promissory note secured hereby may bid at any sale under this trust conveyance. Grantees agree, that the Trustee may, at any time after default in the payment of said note, enter and take possession of said real estate, and shall only account for the net rents actually received by said Trustee. Grantees further agree that, in the event the Trustee fails, before selling said real estate, as herein provided, to enter and take possession thereof, the purchaser shall be entitled, without notice or demand, to immediate possession thereof upon the delivery to purchaser by the Trustee of a deed for said real estate. 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 the balance due on the promissory note herein secured, and any and all sums expended in the protection of said real estate, as herein authorized;

4th. The residue, if any, will be paid to Grantees, their 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 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 of the County where the real estate is situated, and the title herein conveyed to the above named 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.

Grantees shall not sell or convey the herein described real estate or any interest therein, without the Grantor' prior written approval and Grantees agree that any such sale or conveyance of said real estate without Grantor' prior written consent shall constitute a default herein.

IN WITNESS WHEREOF, we, the said Grantor and Grantees hereunto set our hands at Nashville, Tennessee, this the 4th day of April, 1985.

GRANTOR:

Opal Abernathy Wilson
Opal Abernathy Wilson

GRANTEES:

Wayne M. McInturff
Wayne M. McInturff

Emma S. McInturff
Emma S. McInturff

James A. Lewis
James A. Lewis

Hilda M. Lewis
Hilda M. Lewis

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Opal Abernathy Wilson, the within named bargainor(s), 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 purposes therein contained.

Witness my hand and official seal at office, this the 4th day of April, 1985.

My Commission Expires: 4/21/85

Notary Public

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Wayne M. McInturff and wife Emma S. McInturff, and James A. Lewis and wife, Hilda M. Lewis, the within named bargainor(s), 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 purposes therein contained.

Witness my hand and official seal at office, this the 4th day of April, 1985.

My Commission Expires: 4/21/85

Notary Public

I 95086

IDENTIF. T REFERENCE

APR 9 9 05 AM '85

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6529 PAGE 125

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
			50000.00- CAMT.	
			40000.00- MAMT.	
			130.00 CSTAX	
			38.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	180.50-
6160A	04/09/85		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 9 5 0 8 6

IDENTIF. REFERENCE

APR 9 9 05 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 123147