This instrument prepared by
Ervin M. Entrekin,
21st Floor, First American Center,
Nashville, Tennessee 37238

BOOK 5661 PAGE 166

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NOS.
Jane W. Burke 1220 Goodloe Drive Nashville, Tennessee 37215	SAME	131-15-0 031.00 Field Book No. 16DA 37918

FOR AND IN CONSIDERATION of One Hundred Twenty-Five Thousand Dollars ($125,000.00) of which Twenty-Five Thousand Dollars ($25,000.00) has been paid in cash and for the balance Grantee has executed a purchase money promissory note in the principal amount of One Hundred Thousand Dollars ($100,000.00) together with interest on the unpaid principal balance remaining from time to time at the rate of Eleven percent (11%) per annum payable in twelve (12) monthly installments with the first eleven (11) installments each in the amount of Nine Hundred Fifty-Two Dollars ($952.00) and the 12th installment due October 1, 1986 in the amount of $100,502.25 and to secure the payment of said principal interest, cost, taxes, insurance and attorney fees, Grantor hereby reserves a vendor's lien,

SALLIE B. INGERSOLL, acting by and through her attorney in fact, ROBERT J. INGERSOLL, does bargain, sell, transfer and convey unto JANE W. BURKE, unmarried, her heirs, representatives and assigns, all her right, title and interest in and to the following described real estate located in Davidson County, Tennessee and more particularly described as follows:

> Land in Davidson County, Tennessee being Lot No. 8 on the Plan of Harpeth Acres, Section IV, as of record in Book 2133, page 65, Register's Office for Davidson County, Tennessee.
>
> Said Lot fronts 138.9 feet on the northerly side of Goodloe Drive and runs back 296.5 feet on the east line and 298.9 feet on the west line, to a dead line, measuring 155 feet thereon.
>
> Being the same real property conveyed to Robert J. Ingersoll and wife Sallie B. Ingersoll by deed of Charles G. Anderton and wife dated November 5, 1954 of record in Book 2304, page 505, Register's Office for Davidson County, Tennessee, the said Robert J. Ingersoll having since died.
>
> This conveyance is made subject to Restrictions of record in Book 2195, page 473, and the Plan of record in Book 2133, page 65, Register's Office for Davidson County, Tennessee, which shows a 90' setback line from Goodloe Drive, a 10' easement along the rear of the lot, and an easement 2.5 x 20 feet at the southwest corner of the lot, fronting 2.5 feet on Goodloe Drive.
>
> This is improved property known as 1220 Goodloe Drive, Nashville, Tennessee 37215.

Sally B. Ingersoll and Sallie B. Ingersoll and Sallie Barry Ingersoll are one and the same person. Robert J. Ingersoll and Robert Joe Ingersoll are one and the same person.

Sallie Barry Ingersoll under date of April 23, 1979 executed a General Power of Attorney appointing her grandson Robert Joe Ingersoll as her attorney in fact with full power, said power of attorney was recorded in Deed Book 5677, page 422, Register's Office for Davidson County, Tennessee. Sallie Barry Ingersoll is alive and said power of attorney has not been revoked and is in full force and effect as of the date of this deed.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Jane W. Burke, her heirs, representatives, and assigns forever. I, Sallie B. Ingersoll, do 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 for current taxes and as otherwise indicated herein.

I do further covenant and bind myself, my successors and assigns to warrant and forever defend the title to said real estate to the said Jane W. Burke, her heirs, representatives, 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 or any installment thereof, as it matures, and for the purpose of securing to Grantor the payment of all other sums and the performance of the covenants and agreements of Grantee contained herein, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is hereby acknowledged,

I, Jane W. Burke, hereinafter sometimes referred to as Trustor, hereby transfer and convey unto Ervin M. Entrekin, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging together with the personal property and fixtures included in the conveyance to me upon the following uses in trusts:

Trustor agrees 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 fair market value of improvements until the indebtedness herein secured is fully paid and to have the loss, if any, made payable on the policy, or policies, for the benefit of the lawful owner or holder of said indebtedness as their interest may appear. Trustor will furnish satisfactory evidence of such coverage at closing and upon reasonable requests thereafter.

Trustor further agrees to pay when due 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 Trustor 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 twelve percent (12%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, keep said premises insured and otherwise comply with all of the terms and conditions of this installment deed of trust 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 of said indebtedness, 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 other sums when due, as herein provided, Trustor fails 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 (30) 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, 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 (20) 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.

This instrument is also intended to be a security instrument pursuant to the Uniform Commercial Code for the fixtures and personal property included in the conveyance from Grantor to Trustor, and Trustor hereby grants unto Grantor a security interest in said items. Trustor agrees that Grantor may file this instrument or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified herein. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor agrees to execute and deliver to Grantor, upon Grantor's request, any financing statement, as well as extensions, renewals, and amendments thereof, and reproductions of this instrument in such form as Grantor may require to perfect a security interest with respect to said items. Upon Trustor's breach of any covenant or agreement of Trustor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Grantor shall have the remedies of a secured party under the Uniform Commercial Code and, at Grantor's option, may also invoke the remedies provided in this instrument as to such items. In exercising any of said remedies, Grantor may proceed against the items of real property and any items of personal property covered hereby separately or together and in any order whatsoever, without in any way affecting the

availability of Grantor's remedies under the Uniform Commercial Code or of the remedies provided in this instrument.

If all or any part of the property or any legal or equitable interest therein is voluntarily or involuntarily sold, conveyed in trust, or otherwise transferred, or any additional indebtedness is placed thereon, without Grantor's prior written consent, Grantor may, at his option, declare the indebtedness secured by this instrument to be immediately due and payable.

In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

FIRST: 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.

SECOND: To the payment of all taxes which may be unpaid on said premises.

THIRD: To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

FOURTH: The residue, if any, will be paid to Trustor, her 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, 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 "Trustor" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 16th day of September, 1985.

Mrs. Jane W. Burke
JANE W. BURKE

Robert J. Ingersoll
SALLIE B. INGERSOLL
BY: Robert J. Ingersoll
Attorney In Fact

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $125,000.00).

Subscribed and sworn to before me, this the 19th day of September, 1985.

Mrs. Jane W. Burke
AFFIANT

Patty J. Walsh
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-19-86
(AFFIX SEAL)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JANE W. BURKE, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 19th day of September, 1985.

Patty J. Welch
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-19-86.

STATE OF Washington
COUNTY OF King

On this 16th day of September, 1985, before me personally appeared ROBERT J. INGERSOLL, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of SALLIE B. INGERSOLL and acknowledged that he executed the same as the free act and deed of said SALLIE B. INGERSOLL.

WITNESS my hand and official seal at Tukwila, Washington, on this the 16th day of September, 1985.

Carolyn A Phelps
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-88.

38104

IDENTIFICATION REFERENCE

SEP 20 10 20 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6661 PAGE 170

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			125000.00- CAMT.	
			100000.00- MAMT.	
			325.00 CSTAX	
			98.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	435.50-
			B921A09720785 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

38104

IDENTIFI REFERENCE

SEP 20 10 20 AM '85

FELIX Z. WILSON II REGIST
DAVIDSON COUNTY, TN

No. 174601