PREPARED BY:
Hunter Short, Attorney
323 Union Street
Nashville, TN 37201
615/255-7496

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INSTALLMENT DEED

NEW OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NO.
Timothy M. Stewart, Trustee Rt. 3, Old Hydes Ferry Pike Nashville, TN 37218	Same	Map 57 Parcels 55, 56 & 58

FOR AND IN CONSIDERATION OF the sum of Two Hundred Sixty-two Thousand Dollars ($262,000), of which $50,000 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantees have given their note of even date in the amount of $212,000 payable to grantors as therein set out; reference is here made to said note for the terms and conditions thereof; and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, Nathan Wall and wife, Patricia Wall, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Timothy M. Stewart, Trustee, with full power to convey, mortgage, or otherwise encumber without the written consent of the beneficiary thereof, 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 Davidson County, Tennessee, being lots Nos. 2, 3 and 4 on the map showing the Robert Cato Farm Subdivision, as of record in book 421, page 85, Register's Office for said County, described as follows:

Beginning in the center of a county road at the northwest corner of lot No. 1; running thence along the center of said road at the northwest corner of lot No. 1; running thence along the center of said road, north 49-1/2 degrees west 7.4 poles; north 2-1/2 degrees east 37.91 poles; north 42-1/2 degrees west 28 poles; north 28-3/4 degrees west 7.9 poles; north 31-1/2 degrees west 10.18 poles; north 19 degrees west 9.2 poles; north 7 degrees west 4 poles; north 37-3/4 degrees west 18.18 poles; north 29-3/4 degrees west 9.87 poles; north 42 degrees west 1 pole; north 78 degrees west 5.3 poles; south 86 degrees west 19.45 poles; north 52 degrees west 43.26 poles to a stone in Winfrey's south boundary line; thence with Winfrey's south boundary line and Henderson's south boundary line, north 87-1/2 degrees west 149.85 poles to a hickory, the northwest corner of lot No. 4; thence with the west line of said lot No. 4, south 21-1/2 degrees west 27.2 poles to a stone 15 feet from oak pointer; thence south 11-1/2 degrees east 28.8 poles to a mark on stone about 6 feet from 2 hickories; thence south 18-1/2 degrees west 46 poles to a stone 2 feet from elm pointers; thence south 17-1/2 degrees east 23.5 poles to a post in fence about 14 feet west of walnut, the southwest corner of lot No. 3 in French Allen's north boundary line; thence with said line, south 87-1/2 degrees east 117.8 poles to an old stone, said Allen's northeast corner; thence south 2 degrees west 42.6 poles to a point; thence south 88 degrees east 28.4 poles to a point; thence south 3-3/4 degrees east 77.8 poles to a point, Mrs. Martha Bratton's northwest corner; thence south 75 degrees east 58 poles to a point, the southwest corner of lot No. 1 on said map; thence north 34-3/4 degrees east 140 poles to the place of beginning, containing 262.28 acres.

Included in the above description, but excluded therefrom, is an easement set out in book 1427, page 631, and also declaration of taking in book 1255, page 538, Register's Office for said County, as follows:

A strip of land for a right-of-way lying in the 13th Civil District of said County, as shown on a map entitled "Kentucky Dam-Nashville Transmission Line" filed in the office of the Register of Davidson County, said strip being 150 feet wide, lying 75 feet on each side of the base line of a survey for a transmission line located, and being 1478 feet long.

A strip of land for a right-of-way lying in the 13th Civil District of said County, as shown on a map entitled "Kentucky Dam-Nashville Transmission Line" filed in the office of the Register of Davidson County, said strip being 150 feet wide, lying 75 feet on each side of the base line of a survey for a transmission line located, and being 1039 feet long.

Being the same property conveyed to Nathan Wall and wife, Roberta Wall, by deed from James E. Covington, Clerk and Master, et al, of record in Book 3286, page 385, Register's Office for Davidson County, Tennessee, the said Roberta Wall now being deceased.

This is improved property known as 262 acres on Cato Road, Nashville, Davidson County, Tennessee.

The mobile home located on the subject property shall be considered as part of the real property herein conveyed.

This conveyance is by tract and not by acreage. In the event a survey should disclose more or less than 262 acres in the subject property, no adjustment will be made in the consideration hereof.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the 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 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 grantees herein, do hereby transfer and convey unto Hunter Short, 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 grantees, 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 Forty Thousand Dollars ($40,000) 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 grantees, 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 within 5 days of any due date as de under said note, 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 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 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 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 courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right to redeem property as provided in T.C.A. §66-8-101, 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 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:

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 notes 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 the grantees herein, their heirs, 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 the said trustee shall be vested in said successor.

Until such times as the note secured hereunder remains unpaid, the grantees agree not to cut any standing timber except for grantees' need for firewood.*

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 21st day of October, 1985.

Jerry J. M. Sloan, Trustee Matthew W. Wall

Patricia Wall

* without the prior written consent of the holder of the note hereunder; said consent will not be unreasonably withheld.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Nathan Wall and wife, Patricia Wall, and Timothy M. Stewart, Trustee, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 21st day of October, 1985.

Gail A. Moore
Notary Public
My Commission expires: 1-18-89

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $262,000.

Timothy M. Stewart, Trustee
Affiant

Subscribed and sworn to before me, this the 21st day of October, 1985.

Gail A. Moore
Notary Public
My Commission expires: 1-18-89

463 72

IDENTIFICATION REFERENCE

OCT 22 2 00 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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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
			262000.00-	CAPT.
			212000.00-	MAPT.
			681.20	CSTAX
			210.00	MSTAX
			.50	PRFEE.
			12.00	WDEED
			CHECK	903.70-
			8863A10/22/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

46372

IDENTIFICATION REFERENCE

OCT 22 2 08 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 184282