INSTALLMENT DEED

BOOK 6632 PAGE 311

For and in Consideration of the sum of ($ 365,000.00) Three Hundred Sixty-Five Thousand and No/100 Dollars, of which ($ 60,000.00) Sixty Thousand and No/100 Dollars, has been paid in cash by James E. Daniels and wife, Annie Daniels the receipt of which is hereby acknowledged, and for the remainder ($ 305,000.00) Three Hundred and Five Thousand Dollars, the said James E. Daniels and wife, Annie Daniels have executed their joint promissory note payable to Joe H. DeGraffenreid, Jr. and wife, Joyce Faye DeGraffenreid, payable in 180 monthly installments of $ 2592.50 which includes interest at the rate of 10% per annum and a 181st and final payment in the total principal amount owing and due plus interest at the rate of 10% per annum. The first payment is due and payable the 1st day of DECEMBER, 1985, and a like payment on the same day of each succeeding month thereafter until paid in full. Said payments to be applied first to interest and the remainder to principal. Said monthly payments amortized on a 40 year schedule.

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, We, Joe H. DeGraffenreid, Jr. and wife, Joyce Faye DeGraffenreid

have this day bargained and sold, and do hereby transfer and convey unto the said James E. Daniels and wife, Annie Daniels, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: TRACT 1.

Land in the 8th Civil District of Davidson County, Tennessee, on the East side of Charlotte Pike of U.S. Highway North, about 3 miles from West Nashville and being a portion in the Subdivision of a 4.97 acre tract conveyed from A. Brown Davidson and others to W.J. Stephens the 19th day of May, 1927, recorded in Book 770, page 492, Register's Office for Davidson County, Tennessee. Surveyed as follows by S.H. Hutchinson the 11th day of February, 1954, and by A & A Engineers, Inc., dated April 16, 1979, as follows:

BEGINNING at a point in the southeasterly margin of Charlotte Pike at the northwesterly corner of the Joe H. DeGraffenreid property; thence with the southeasterly margin of Charlotte Pike around a curve to the right having a radius of 1392.42 feet, S 45° 14' 48"W,249.29 feet to a point; thence South 0° 45' 07" West 247.66 feet to a point; thence North 67° 16' 14" West 193.07 feet to the point of beginning.

BEING the same property conveyed to Joe H. DeGraffenreid, Jr. and wife, Joyce Faye DeGraffenreid, by deed from Hugh Fisk, et ux, et als, as of record in Book 5753, page 741.

TRACT 2.

Land in the 8th Civil District of Davidson County, Tennessee, described according to a survey of A & A Engineers, Inc., George Anton, dated April 23, 1974 and February 28, 1976, described as follows:

(SEE ATTACHED SHEET - PAGE TWO)

This is unimproved ( ) improved (XX) property, known as 7109-7111 Charlotte Pike, Nashville, TN 37209 (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 James E. Daniels and wife, Annie Daniels, 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said James E. Daniels and wife, Annie Daniels, 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 James E. Daniels and wife, Annie Daniels

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.

We, the said James E. Daniels and wife, Annie Daniels

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 James E. Daniels and wife, Annie Daniels 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 James E. Daniels and wife, Annie Daniels, their representatives or assigns.

(Description Continued)

TRACT 2.....

BEGINNING at a concrete monument located in the eastern right-of-way margin of Charlotte Pike being the northwestern corner of the Hugh Fisk property of record in Book 4396, page 26, and the southwestern corner of the Joe H. DeGraffenreid, Jr. property; thence with said right-of-way North 33° 57' 34" East 287.41 feet to an iron pin; thence South 70° 43' 20" East 193.07 feet to an iron pin in the William Siegrist property; thence South 0° 45' 07" West 325.32 feet to an iron pin; thence North 68° 01' 06" West 373.88 feet to the point of beginning containing 2.02 acres, more or less.

BEING part of the same property conveyed to Joe H. DeGraffenreid, Jr. and wife, Bonnie J. DeGraffenreid, by deed from Sam Stephens and wife, Catherine Stephens, as of record in Book 4823, page 260, the said Joe H. DeGraffenreid, Jr. and wife, Bonnie J. DeGraffenreid having since divorced by final decree of the Probate Court No. 63516, Davidson County, Tennessee, said decree having divested her interest in said property to the said Joe H. DeGraffenreid, Jr. and by Quitclaim Deed from Bonnie June Massengale DeGraffenreid to Joseph Howell DeGraffenreid, Jr., as of record in Book 6664, page 206, R.O.D.C., Tennessee, the said Bonnie J. DeGraffenreid and Bonnie June Massengale DeGraffenreid being one and the same person and the said Joe H. DeGraffenreid, Jr. and Joseph Howell DeGraffenreid, Jr. being one and the same person.

BEING the same property conveyed to Joe H. DeGraffenreid, Jr. and wife, Bonnie J. DeGraffenreid, by deed from Christine E. Edmondson, a widow, as of record in Book 4364, page 990, R.O.D.C., Tennessee, the said Joe H. DeGraffenreid, Jr. and wife, Bonnie J. DeGraffenreid having since divorced by final decree of the Probate Court No. 63516, Davidson County, Tennessee, said decree having divested her interest in said property to the said Joe H. DeGraffenreid, Jr. and by Quitclaim Deed from Bonnie June Massengale DeGraffenreid to Joseph Howell DeGraffenreid, Jr. as of record in Book 6664, page 206, R.O.D.C., Tennessee, the said Bonnie J. DeGraffenreid and Bonnie June Massengale DeGraffenreid being one and the same person and the said Joe H. DeGraffenreid, Jr. and Joseph Howell DeGraffenreid, Jr. being one and the same person.

BEING the same property conveyed to Joe H. DeGraffenreid, Jr. and wife, Bonnie M. DeGraffenreid, by deed from L.M. Mayo and wife, Lillie Mayo, as of record in Book 4263, page 776, R.O.D.C., Tennessee, the said Joe H. DeGraffenreid, Jr. and wife, Bonnie J. DeGraffenreid having since divorced by final decree of the Probate Court No. 63516 Davidson County, Tennessee, said decree having divested her interest in said property to the said Joe H. DeGraffenreid, Jr. and by Quitclaim Deed from Bonnie June Massengale DeGraffenreid to Joseph Howell DeGraffenreid, Jr., as of record in Book 6664, page 206, R.O.D.C., Tennessee, the said Bonnie J. DeGraffenreid, Bonnie M. DeGraffenreid and Bonnie June Massengale DeGraffenreid all being one and the same person and the said Joe H. DeGraffenreid, Jr. and Joseph Howell DeGraffenreid, Jr., being one and the same person.

Joyce Faye DeGraffenreid, wife of Joe H. DeGraffenreid, Jr., joins in this conveyance also for the purpose of conveying any and all right, title and interest she has in and to the above described Tract 2 by virtue of being married to said grantor.

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.

BOOK 5692 PAGE 514

IN WITNESS WHEREOF, we, the said James E. Daniels, Annie Daniels and Joe H. DeGraffenreid, Jr. and Joyce Faye DeGraffenreid hereunto set our hands at Nashville, Tennessee, this the 18th day of October 1985

James E. Daniels
JAMES E. DANIELS

Annie Daniels
ANNIE DANIELS

Joe H. DeGraffenreid, Jr.
JOE H. DEGRAFFENREID, JR.

Joyce Faye DeGraffenreid
JOYCE FAYE DEGRAFFENREID

STATE OF TENNESSEE

DAVIDSON **County**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James E. Daniels, Annie Daniels, Joe H. DeGraffenreid, Jr. and Joyce Faye DeGraffenreid, 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 18th day of October, 1985.

Harold E Collins, Notary Public.

Commission Expires 4-20-86

H. E. COLLINS NOTARY PUBLIC DAVIDSON

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 _____

BOOK 6692 PAGE 515

STATE OF TENNESSEE
COUNTY OF _____

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 _____

10/25 1364.50 CHECK

378

INSTALLMENT DEED

FROM Joe H. DeGraffenreid, Jr., et ux

TO James E. Daniels, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

RUSH

IDENTIFI REFERENCE

4/9/79

FELIX Z. MILLSON II REGISTER
DAVIDSON COUNTY, TN
OCT 25 12 59 PM '85

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James E. Daniels, et ux (NAME)	Same (NAME)	Map 102-13
7109-7111 Charlotte Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 3 and 3.02
Nashville, TN 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

H. E. Collins, Attorney
4800 Charlotte Avenue
Nashville, TN 37209

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 365,000.00 _____ Amant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18TH DAY OF October 1985

Notary Public

MY COMMISSION EXPIRES: 4-20-86

(AFFIX SEAL)

H. E. COLLINS · NOTARY PUBLIC · DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6692 PAGE 516

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
			365[illegible].00- [illegible]	
			305[illegible].00- [illegible]	
			94$.00 [illegible]	
			303.00 [illegible]	
			.50 [illegible]	
			15.00 TOTAL	
			CHECK 1867.50-	
			0378A 10/25/85 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

47679

IDENTIFICATION REFERENCE

Oct 25 12 59 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 185751