B0714

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

MILDRED FORTE, UNMARRIED

TO

ROBERT G. WATERS, TRUSTEE,

For draftsman's use

THIS INSTRUMENT PREPARED BY:
DENNEY, LACKEY & CHERNAU
218 Third Avenue, North
P. O. Box 3429
Nashville, TN 37219-0429

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert G. Waters, Trustee (NAME)	SAME (NAME)	69-71
2401 Hillsboro Road Suite 100 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	69-107
Nashville, Tn. 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 268,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 14th DAY OF January 19 86

Notary Public

MY COMMISSION EXPIRES: My Commission Expires May 13, 1989
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TWO HUNDRED SIXTY EIGHT THOUSAND $268,000.00 DOLLARS

of which $ 68,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his Installment Deed Note of even date herewith, in the amount of $200,000.00 together with interest at the rate of Ten (10%) per annum payable to the order of Mildred Forte, the last payment being due on or before May 1, 1986. Said Grantee further understands and agrees that no excavation of any kind shall commence on said property until the terms of said Note are paid in full. Grantor has the right to continue with possession of the house trailer with a reasonable use of the yard for ingress and egress for a period of 60 days from date hereof. Grantee agrees totransfer water services into his name and allow Grantor the reasonable use of said water services for a period of 60 days from date hereof at no charge. Grantor has the right toremove all furniture from the main residence and garages, and shall have the right to remove two portable barns and trailer.

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,

MILDRED FORTE, UNMARRIED

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

ROBERT G. WATERS, TRUSTEE WITH FULL POWER TO TRANSFER, SELL, CONVEY, MORTGAGE OR OTHERWISE ENCUMBER WITHOUT THE JOINDER OF ANY BENEFICIARY.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE EXHIBIT A ATTACHED HERETO

6 8 7 8 5

IDENTIFICATION REFERENCE

JAN 14 2 11 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CHECK

This is improved (XX) unimproved ( ) property, known as Stewart Lane, Nashville, TN.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 Vaden Lackey, Jr. 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 $_____ 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, 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* 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: * and the statutory right of redemption

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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 advise 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 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.

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 14th day of January 19 86.

Robert G. Waters — ROBERT G. WATERS, TRUSTEE

Mildred Forte — MILDRED FORTE

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 Robert G. Waters, Trustee and Mildred Forte, unmarried, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 14th day of January, 19 86

Notary Public.

Commission expires 10/24/88

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____ self to be _____ of the _____, the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____, Notary Public.

Commission expires _____.

EXHIBIT "A"

TRACT I: A tract of land in the 13th Civil District of Davidson County, Tennessee, on the westerly side of Whites Creek and bounded and described as follows:

Beginning in the center of said creek, the northeast corner of the 72 acre tract conveyed by Benjamin W. Hyde to Robert H. Manlove, by deed recorded in Book 38, page 76, Register's Office for said County, and which is a part of the land herein described; thence south 66 deg. west 66 poles, more or less, to a stake, a corner of what was formerly Ellen Young's land; thence south 22-3/4 deg. west 33-8/10 poles, more or less, to the northeast corner of 15 acres of land conveyed by Ellen Young to J. E. Manlove, by deed recorded in Book 42, page 22, Register's Office for said County; thence west, with the north line of a 15 acre tract, 38.44 poles to a stone in an avenue or lane; thence south, with said avenue or lane, 86.88 poles to a stone on the north side of a 25 foot strip of ground conveyed by Ellen Young to Green B. Stewart; thence with the north line of said strip, east 27 poles, more or less, to a stone in the mouth of Stewarts Lane, supposed to be the southeast corner of said 72 acre tract; thence with said Stewart's northerly line, north 66-1/4 deg. east 95 poles to a box elder, continuing with Stewart's line, north 75-1/4 deg. east 59.4 poles, more or less, to the center of Whites Creek, near and below the old mill; thence with the meanderings of said creek, north 7-1/2 deg. east 15 poles; north 1-1/4 deg. west 26.4 poles; north 51-1/2 deg. west 10 poles; south 53-3/4 deg. west 15 poles, north 72-1/2 deg. west 24.25 poles; south 63 deg. west 17.2 poles; north 62-3/4 deg. west 12 poles; north 53-1/4 deg. west 11.32 poles; north 31-1/2 deg. west 15.6 poles; north 21 deg. east 9.6 poles; north 74-3/4 deg. east 23 poles; north 9-1/4 deg. east 20 poles to the beginning, containing 87 acres, be the same more less, including but excluding therefrom a tract of 20 acres conveyed to A. Glaus by deed from Isaac Newlin, Sr., of record in Book 561, page 500, Register's Office for said County.

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TRACT II: Beginning at a point in the easterly margin of Stewart's Lane, 225 feet south of the northwest corner of the property conveyed to the said Philip Forte and wife, Mildred Forte, by deed of record in Book 3793, page 43, Register's Office for said County; thence perpendicular to the margin of said Lane easterly 450 feet to a point; thence at a 90 degree angle northerly 160 feet; thence at a 90 degree angle easterly 625 feet to a point; thence at a 90 degree angle southerly 210 feet to a point; thence at a 90 degree angle westerly 1,075.00 feet to a point in said southerly margin of Stewart' s Lane; thence with said margin northerly 50 feet to the beginning.

Being the same property conveyed to Philip Forte and wife, Mildred Forte by deed from Vaden Lackey, Jr., Trustee as of record in Book 3793, page 43, and Book 5003, page 794, said Register's Office. The said Philip Forte having since died, the property is now vested in Mildred Forte as the surviving tenant by the entirety.

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
			268000.00- CAMT.	
			200000.00- MAMT.	
			696.60 CSTAX	
			198.00 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 904.30-	
6787A01	1/14/86	BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6 8 7. 8 5

IDENTIF! REFERENCE

JAN 14 2 11 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 210545