This Instrument Prepared by Joseph L. Lackey, Jr., Twelfth Floor, First American Center, Nashville, Tennessee 37238.

Mail

BOOK 6763 PAGE 363

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Debra Mayfield & C. Don Tyner	Same	Map 163
(NAME:) 5233 Mt. View Road	(NAME:)	Parcel 37
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of One Hundred Forty Thousand and no/100 ($140,000.00) *Dollars,*

of which Fifty-Six Thousand and no/100 ($56,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eighty-Four Thousand and no/100 ($84,000.00) *Dollars,*

the said Grantees have executed an installment deed note of even date in the amount of Eighty-Four Thousand and no/100 Dollars ($84,000.00) payable in two installments, the first installment being due and payable on January 2, 1987 in the amount of $42,000.00 principal plus interest at the rate of 10.5% and the second installment being due and payable on September 2, 1987 in the amount of $42,000.00 principal plus interest at the rate of 10.5%. It is further agreed and understood that the grantees are to keep the property in good condition and repair and in the event the grantees do not properly maintain the property the Trustee shall have the right to spend the necessary funds for repairs to the property if the grantees, after being given notice, refuse to make the repairs within 30 days. Funds so spent by the Trustee shall be added to principal amount owed on the note that is *

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Margaret Hamm, a single person,

have this day bargained and sold, and do hereby transfer and convey unto the said Debra Mayfield and C. Don Tyner as tenants in common, *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

SEE ATTACHED FOR PROPERTY DESCRIPTION

* secured by this instrument and Trustee shall have the right to give notice of the amount so spent and with documentation thereof make demand for payment, and if payment is not made within 30 days the entire indebtedness shall be deemed due and owing and the Trustee shall have the right to foreclose on said property pursuant to the terms and conditions set out herein as they pertain to any other default by the grantees including the cost of foreclosure and attorney's fees for same. This indebtedness is not assumable by any future purchaser and will not be subject to any other future mortgages or encumbrances without the prior written consent of the grantor, Margaret Hamm. Grantees agree to pay the property taxes on or before January 1st of each year and the hazard insurance 30 days prior to the renewal date of the term of the policy and to provide grantor with receipts for same.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 140,000.00

Subscribed and sworn to before me, this the 6th day of January 19 86

Affiant

My commission expires: 3-8-89 (Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as 5233 (House Number) Mt. View Road (Street) Nashville, TN (P.O. Address) (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 said real estate to said Grantees, their (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Joseph L. Lackey, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ ~~6,000.00~~ O - mH *or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay 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 will 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 trustors upon demand of the trustee or lawful owner 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 6 percent interest and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, 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 thereof, 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 said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums of interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, 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 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 statutory right 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 the 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 ad herein provided; also reasonable attorney's fees for advice in the premise, 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.

BOOK 6753 PAGE 364

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness 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 trustors, their 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, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure to do so, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 3rd day of January, 19 86 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Margaret Hamm

Debra Mayfield

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned, a Notary Public in and for said County and State Margaret Hamm, Debra Mayfield and C. Don Tyner

the within named 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 24th day of January, 19 86.

Linda Dale Shelton
Notary Public

Commission expires 3-8-89

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 (or proved to me on the basis of satisfactory evidence), 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 _____

INSTALLMENT DEED

FROM
Margaret Hamm

TO
Debra Mayfield and C. Don Tyner

TO
Joseph L. Lackey, Jr., Trustee

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

PROPERTY DESCRIPTION

A tract of land in the 2nd, formerly the 5th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a stone in R.N. Thornton line at the corner of G.W. Charlton's and James Sirl's land, and running thence South 1 deg. 30' west 144 poles to a stake in W.H. Foster's line; thence North 88-1/2 deg. west 28 poles and 3 links with said Foster's line to a stake; thence North 1 deg. 30' east 144 poles to a hickory tree in James Sirls line; thence with said line South 88-1/2 deg. East 28 poles and 3 links to the beginning, containing 25 acres, and 50 poles, more or less.

Being the same property conveyed to Maggie E. Hamm of record in Book 353, page 456, and to Frank L. Hamm by Will of Maggie E. Hamm, deceased of record in Will Book 37, page 76, Probate Court Clerk Office for Davidson County, and to Margaret Hamm by Will of Frank L. Hamm deceased of record in Will Book 130, page 749, Probate Clerks Office, Davidson County, Tennessee.

Included in the above description but hereby Excluded is that portion sold in Book 4230, page 53, described as follows:

Two tracts of land in the 2nd Civil District of said County and State, described according to a survey made by David H. Parker, Engineer, April 22, 1968, as follows:

TRACT I: Beginning on the southerly margin of Mt. View Road at the northeast corner of the property conveyed to Lillie Nevils as of record in Book 3533, page 55, Register's Office for said County; thence south 2 deg. 42' west 1969.15 feet to the northerly margin of Bell Road; thence with the same northeasterly 527.28 feet to the beginning of a curve; thence around said curve having a radius of 25 feet northeasterly 25.30 feet to the westerly margin of Rural Hill Road; thence with the same north 2 deg. 29' east 1248.23 feet to the southerly margin of Mt. View Road; thence with the same with a curve having a radius of 670.70feet northwesterly 309.82 feet, north 35 deg. 03' west 100.50 feet to another curve having a radius of 437.29 feet northwesterly 169.85 feet to the beginning.

TRACT II:
Beginning on the southerly margin of Bell Road at the northeast corner of the property conveyed to Robert J. Chaffin of record in Book 3184, page 90, Register's Office for said County; thence south 2 deg. 42' west 284 feet; thence south 86 deg. 43' east 384.41 feet; thence south 79 deg. 57' east 78.69 feet; thence north 4 deg. 46' east 654.59 feet to the southerly margin of Bell Road; thence with the same with a curve having a radius of 2744.98 feet southwesterly 603.89 feet to the beginning.

Being part of the same property conveyed to Frank L. Hamm by Will of Maggie E. Hamm deceased as of record in Will Book 37, page 76, and conveyed to J.E. Moss, W.F. Moss and Adam J. Strasser by deed from Frank Hamm, unmarried of record in Book 4230, page 53, said Register's Office.

01/16 455.50- CHECK
6 9 1 5 3
IDENTIFICATION REFERENCE
JAN 16 9 13 AM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6763 PAGE 366

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
			140000.00- CAMT.	
			84000.00- MAMT.	
			364.00 CSTAX	
			82.00 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 455.50-	
			G236A01/16/86 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6 9 1 5

IDENTIFICATION REFERENCE

JAN 16 9 13 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 210977