NOTE: This Deed is re-recorded for the purpose of inserting Sioda N. Greer as an additional grantor.

BOOK 6717 PAGE 830

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
Wiley J. Greer, et ux.,
Sioda N. Greer

TO
Steven M. Marion

For draftsman's use

THIS INSTRUMENT PREPARED BY:
Ronald L. Stone
6th Floor, 200 4th Ave., N.
Nashville, Tennessee 37219
(615) 244-1983

RE-RECORD

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 6766 PAGE 417	MAP-PARCEL NUMBERS
Steven M. Marion (NAME)	(Same) (NAME)	Map 106-1
Route #6 Coopertown Road (STREET ADDRESS OR ROUTE NUMBER)	(Same) (STREET ADDRESS)	Parcels 108
Springfield, TN 37173 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	109 and 119

(FOR REGISTER'S USE)

5.60 6.5. IDENTIFICATION REFERENCE Nov 26 11 10 AM '85 FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 275,000 x Wiley J. Greer
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF November 1985

Ronald L. Stone
Notary Public

MY COMMISSION EXPIRES: 6-18-89
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Two Hundred Seventy-five Thousand and no/100 ($275,000.00) DOLLARS

of which $ 25,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees makes two notes of even date to the grantor, to wit: (1) one note in the principal balance of $25,000 which bears interest at the rate of 10% per annum and for which the interest shall be payable in six monthly installments commencing on December 19, 1985 and the principal becoming due and payable on May 19, 1986; and, (2) One note in the principal amount of $225,000.00 which bears interest at the rate of 10% annum and which is payable in 120 monthly installments which include both interest and principal, said payments to commence on the 1st day of January, 1986.

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,

I, Wiley J. Greer et ux., Sioda N. Greer

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

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

Four Tracts of land in Davidson County, Tennessee, more particularly described as follows:

TRACT I:

Being Lots No. 3 and 4 on the Map of Minton's Subdivision of Lots 1, 5 and 6 of Nance Lands as of record in Book 161, page 95, Register's Office for said County, and more fully described as follows:

Said Lots No. 3 and 4 front together 100 feet on the southerly side of Murfreesboro Pike, as widened and run back between parallel lines, 165 feet to an alley.

TRACT II:

Being part of Lot No. 14 on the Plat of Minton's Subdivision of certain lots of the Nance Lands, of record in Book 161, page 95, Register's Office for said County.

Said part of said lot fronts 39.5 feet on the easterly side of Nance Lane (formerly Hales' Avenue) and runs back between lines, 214.8 feet on the northerly line and 198 feet, more or less, on the southerly line to a dead line in the rear, on which it measures 40 feet, more or less, and being more particularly described as follows: (Continued on Exhibit I)

unimproved ( ) improved (X) property, known as 407 Murfreesboro Road, 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 seised 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 RONALD L. STONE 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 $ 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 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:

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 19th day of November 19 85

x Wiley J. Greer

x Sioda N. Greer

Steven M. Marion

RE-RECORD

BOOK 6766 PAGE 418

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ronald L. Stone, a Notary Public in and for said County and State, the within named Wiley J. Greer and Steven M. Marion and Sioda N. Greer 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 19th day of November, 19 85.

Ronald L. Stone Notary Public.

Commission expires 1-10-89.

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, 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 .....

RE-RECORD
BOOK 6766 PAGE 419

. EXHIBIT I

BOOK 6717 PAGE 832

Beginning at a point in the easterly margin of Nance Lane at a point five feet northwardly of the southerwesterly corner of Lot 14 as shown on said recorded plat (Being the northwesterly corner of the tract conveyed by Alice Cashion et vir, and J. Campbell Jenkins et ux to L. P. Gresham and wife Martha Gresham, by deed dated May 7, 1952, of record in Book 2045, page 469, Register's Office for said County) thence eastwardly 198 feet, more or less, to a point 18 feet northwardly from the southerly line of Lot 14 (being a point in the westerly margin of the tract conveyed to Mercury Courts, Inc. by deed of record in Book 2044, page 48, Register's Office for said County); thence northwardly with the Mercury Court, Inc., line 40 feet more or less, to the northerly line of Lot 14 as shown on said recorded plat; thence westwardly 214.8 feet to a point in the easterly margin of Nance Lane, being the northwesterly corner of Lot No. 14, as shown on said recorded plat; thence with the easterly margin of Nance Lane, southwardly 39.5 feet to the point of beginning.

TRACT III:
Being the westerly 25 feet of Lot No. 5 on the Map of Minton's Subdivision of Lots No. 1, 5 and 6 of Nance Lands, of record in Book 161, page 95, Register's Office for said County.

Said part of said Lot No. 5 fronts 25 feet on the south side of Murfreesboro Pike, as widened, by decree of record in Minute Book 56, page 346, of the Second Circuit Court of said County, and runs back between lines165 feet, more or less, to an alley.

TRACT IV:
Being all that portion of Lot 2 on the Map of Minton's subdivision of Lots No. 1, 5 and 6 of the Nance Lands as of record in Book 161, page 95, Register's Office for said County, except a strip along the front of said lot taken for the widening of Murfreesobro Pike and in addition to said lot that portion of a 16 foot alley, now closed, lying immediately in the rear of said lot.

Said property fronts 50 feet on the southerly side of Murfreesboro Pike, as widened, and runs back between parallel lines, 181 feet to a dead line on which it measures 50 feet.

Being the same property conveyed to Wiley Jackson Greer and wife Sioda N. Greer by deed from George H. Cate, Jr., Trustee of record in Book 4850, page 121, said Register's Office.

BORROWER further covenants and agrees that in the event that he should convey the property or any interest therein, to any other party, or should place another mortgage or lien against said property, without first obtaining the prior written consent of the lender, then the entire principal balance of the note secured by this instrument, together with any accrued interest, shall become immediately due and payable at the option of the lender.

RECEIVED
JAN 21 2 13 PM '86
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE
7.0 2 5.9
RE-RECORD