INSTALLMENT DEED

BOOK 6833 PAGE 149

For and in Consideration of the sum of

FIFTEEN THOUSAND ($15,000.00) and NO/100---------- Dollars,

of which THREE THOUSAND ($3,000.00) and NO/100---------- Dollars,

has been paid in cash by GARY K. MULLINS and the assumption of payments of the installment deed note executed by Grantors on 5/20/85. the receipt of which is hereby acknowledged, and for the remainder

FIVE THOUSAND FIVE HUNDRED THIRTEEN ($5,513.47) and 47/100---------- Dollars,

the said GARY K. MULLINS has executed an Installment Deed Note, all of said note bearing interest at the rate of 9-3/4% from date, and payable in ten (10) annual installments compounded annually.

all of said notes bearing 9-3/4% per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, WALTER F. SILL, JR. and JANET RAE SILL

have this day bargained and sold, and do hereby transfer and convey unto the said GARY K. MULLINS his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, and being more particularly described according to a survey by J. Bruce Rainey, Surveyor #823, dated October 4, 1984, and known as Job No. 84-237, as follows:

TRACT 1: Beginning at an iron pin in the Westerly margin of Wilkenson Road in a fence, the Northerly line of the John W. Kincor property of record in Deed Book 5079, page 173, R.O.D.C., Tn., thence leaving the road and with the Northerly line of the said Kincor property and the Northerly line of the Driver property the following calls: S 68 degrees 42' 20" W 100.45 feet to a point; thence S 87 degrees 59' 35" W 114.17 feet to a point; thence N 68 degrees 01' 35" W 142.81 feet to a point; thence N 57 degrees 16' 21" W 43.37 feet to a point; thence North 61 degrees 29' 50" W 101.06 feet to a point; thence N 60 degrees 29' 19" W 246.09 feet to a point; thence N 77 degrees 04' 37" W 46.34 feet to a point; thence N 88 degrees 28' 34" W 644.17 feet to an iron pin; thence leaving the Driver property N 02 degrees 27' 17" W 40.32 feet to an iron pin; thence N 87 degrees 35' 30" E 1326.87 feet to a point in the margin of Wilkenson Road; thence with said road the following calls: S 05 degrees 27' 10" W 5.00 feet to a point; thence S 00 degrees 37' 09" W 148.24 feet to a point; thence S 08 degrees 30' 07" E 63.32 feet to a point; thence S 16 degrees 14' 14" E 62.00 feet to a point; thence S 20 degrees 25' 20" E 57.64 feet to the point of beginning, containing 5.01 acres, more or less.

Being part of the land transferred to WALTER F. SILL, JR., and JANET RAE SILL, by Installment Deed of record in Book 6564, page 102, Register's Office for Davidson County, Tennessee.

This is unimproved (X) property, known as Job No. 84-237
(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 GARY K. MULLINS

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, except as to an Installment Deed which is hereunto attached and assigned to the said GARY K. MULLINS.

We further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said GARY K. MULLINS his 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 WALTER F. SILL, JR., and JANET RAE SILL

do hereby transfer and convey unto GWEN E. N. McFARLAND, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said GARY K. MULLINS

do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some to pay all the installments on the Installment Deed from Felts & Larkins to

reliable fire insurance company or companies for at least the sum of $ and the notes hereby 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 owners and holder of said notes, as his interest may appear. WALTER F. SILL, JR., and JANET RAE SILL, promptly when due

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 I 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 I, the said GARY K. MULLINS 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 I 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; I 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 trust conveyance. I 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. I 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 WALTER F. SILL, JR., and JANET RAE SILL 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 _____, 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.

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IN WITNESS WHEREOF, we, the said WALTER F. SILL, JR. and JANET RAE SILL and GARY K. MULLINS hereunto set our hands at Nashville, Tennessee, this the 10th day of April 1986.

Walter F. Sill
WALTER F. SILL, JR.

Janet Rae Sill
JANET RAE SILL

Gary K. Mullins
GARY K. MULLINS

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Nancy K. Burr, a Notary Public in and for said County and State, the within named WALTER F. SILL, JR., and JANET RAE SILL and GARY K. MULLINS

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 18th day of April, 1986.

Nancy K. Burr, Notary Public.

Commission Expires Jan. 19, 1991

NOTARY PUBLIC STATE OF TENNESSEE

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

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, Notary Public.

Commission expires .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

WALTER F. SILL, JR. & JANET RAE SILL

TO

GARY K. MULLINS

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

APR 18 3 49 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

92932

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
GARY K. MULLINS (NAME)	GARY K. MULLINS (NAME)	Map 9; Parcel 36
905 Old Hickory Blvd. (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	
Madison, TN 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14D-29043

THIS INSTRUMENT WAS PREPARED BY

Gwen E. N. McFarland
Attorney at Law
43 Music Square West
Nashville, TN 37203

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$15,000.00 Gwen E.N. McFarland
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF April 1986.

Mary K. Burk
Notary Public

MY COMMISSION EXPIRES: Jan 19 1991

(AFFIX SEAL)

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

150000.00-	CAMT.
5513.47-	MAMT.
35.00	CSTAX
3.50	MSTAX
.50	PRFEE
12.00	WDEED
CASH	55.00-
[illegible]	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

92932

IDENTIFICATION REFERENCE

APR 18 3 48 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 238796