QUITCLAIM INSTALLMENT DEED

FROM
PATRICIA ANN GUTHRIE (HUTCHINSON) and husband,
WILLIAM ROY HUTCHINSON
TO
BARBARA THARP

THIS INSTRUMENT WAS PREPARED BY
mad
MORTON, LEWIS, KING & KRIEG
ATTORNEYS AT LAW
19TH FLOOR, LIFE & CASUALTY TOWER
401 CHURCH STREET
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
BARBARA THARP (NAME)	Same (NAME)	MAP 43-16
118 Sandhurst Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 122
Madison, Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE
MAY 16 3 35 PM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
0 1 6 5 9

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 10,000 Barbara Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF May, 1986.

Debra Cook
Notary Public

MY COMMISSION EXPIRES: 10-24-88
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TEN THOUSAND ($10,000.00) DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to pay the remaining Nine Thousand ($9,000.00) Dollars to the said Patricia Ann Guthrie Hutchinson and husband, William Roy Hutchinson, together with interest at Ten (10%) per cent per annum; said principal and interest shall be paid in 120 equal, consecutive monthly installments of One Hundred Eighteen & 94/100ths ($118.94) Dollars each. The first payment is due on the 1st day of June, 1986, and thereafter in a like amount on the same day of each month until the balance is paid in full.

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,

We, PATRICIA ANN GUTHRIE (HUTCHINSON) and husband, WILLIAM ROY HUTCHINSON

by these presents do hereby quitclaim and convey unto BARBARA THARP

_____, Trustee, his successors and assigns, the following described tract or parcel of land, to wit:

Lot No. 110 in the Kingsway Green Subdivision in a plat of which is of record in Book 3842, page 227, Register's Office of Davidson County, Tennessee, and being the same property conveyed to Otis R. Guthrie and wife, Louise Guthrie, by deed from Kingsway Greens of America, Inc., of record in Book 4491, Page 299, Register's Office of Davidson County, Tennessee. Being the same property conveyed to Patricia Ann Guthrie by Quitclaim Deed of record in Book 4872, Page 79, Register's Office of Davidson County, Tennessee.

This conveyance is subject to all restrictions, easements, and covenants of record in Book 4280, Page 68, Register's Office of Davidson County, Tennessee and all zoning ordinances or laws of any Governmental authority.

This is unimproved ( ) improved (X) property, known as 118 Sandhurst Drive, Madison, Tennessee 37115
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the

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 R. Dale Bay 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 $ 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 90 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 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 15 day of May, 19 86.

Patricia Ann Guthrie Hutchinson
PATRICIA ANN GUTHRIE HUTCHINSON

Barbara A. Tharp
BARBARA THARP

William Roy Hutchinson
WILLIAM ROY HUTCHINSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Debra A. Couch, a Notary Public in and for said County and State, the within named PATRICIA ANN GUTHRIE HUTCHINSON, WILLIAM ROY HUTCHINSON and BARBARA THARP 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 15th day of May, 1986.

Debra A. Couch
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, (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 _____

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6859 PAGE 405

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
			10000.00- CAMT.	
			9000.00- MAMT.	
			26.00 CSTAX	
			7.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	39.50-
5103A05/16/86			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01659

IDENTIFICATION REFERENCE

MAY 16 3 25 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 248905