This Instrument Prepared By:
Paul S. Parker
Dodson, Harris, Robinson & Aden
900 Nashville City Bank Building
P.O. Box 2524
Nashville, Tennessee 37219

Mail

BOOK 7063 PAGE 236

INSTALLMENT DEED

NEW OWNERS:	SEND TAX BILL:	MAP & PARCEL NO.
John H. Allen and Katherine D. Allen 511 Gun Club Road Nashville, TN 37205	Same	115-12-49

FOR AND IN CONSIDERATION of the sum of One Hundred Eleven Thousand and 00/100 ($111,000.00) Dollars of which Eleven Thousand and 00/100 ($11,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining One Hundred Thousand and 00/100 ($100,000.00) Dollars John H. Allen and Katherine D. Allen, husband and wife, have executed and delivered their Promissory Note bearing interest at the rate of ten and one-half percent (10-1/2%) per annum, payable in monthly installments of Nine Hundred Fourteen and 74/100 ($914.74) Dollars commencing January 5, 1987, and on the 5 day of each succeeding month through December, 1996, with the remaining principal and interest being due and payable on the 5 day of January, 1997, a copy of which is attached hereto marked Exhibit "A" for further reference to all its terms and conditions. I, C. Everett Floyd, have this day bargained and sold and do hereby transfer and convey unto John H. Allen and Katherine D. Allen, husband and wife, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 225 on the Map of West Meade Farms, Inc., Section "H", as of record in Book 2133, Page 17, Register's Office for Davidson County, Tennessee.

Said Lot No. 225 fronts 147 feet on the southerly side of Gun Club Road and runs back 295.6 feet on the easterly line and 260.3 feet on the westerly line to a dead line, measuring 151 feet thereon.

Being the same property conveyed to C. Everett Floyd and wife, Eunice H. Floyd, by Deed from West Meade Farms, Inc., a Tennessee corporation, of record in Book 2100, Page 455, Register's Office for Davidson County, Tennessee.

Eunice H. Floyd is not a party to this conveyance by reason of her death on December 13, 1982.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John H. Allen and Katherine D. Allen, husband and wife, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said John H. Allen and Katherine D. Allen, Husband and wife, their heirs, successors 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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said John H. Allen and Katherine D. Allen, husband and wife, hereinafter referred to as Trustors, hereby transfer and convey unto Paul S. Parker, 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:

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, the undersigned Trustors agree to keep all buildings now owned, or to

be hereafter erected on said property, insured in some reliable insurance company, or companies, for the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) 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.

The undersigned 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 or holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property; further 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 reasonably be required to obtain legal counsel to enforce, or to defend the title to or, possession of, said property, or the lien of this instrument, or to 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 or holder 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 interest from the date of incurring the costs at the rate of 10%, and further shall be and become a part of the indebtedness secured hereby.

Now, if the Trustors shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, pay any and all other sums when due, as aforesaid, and perform the foregoing and all other obligations and agreements of both this Deed of Trust and the Note of even date secured by this instrument, then this trust

conveyance shall be of no further force or effect. But if Trustors fail to pay said indebtedness, or any part or installment thereof, or, fails to pay taxes, keep up repairs, keep said premises insured or perform said other obligations and agreements as herein provided or if in the event there is a default in the payment of any part of interest or principal in accordance with the terms hereof, or upon failure of the undersigned to keep and perform all the covenants, promises, agreements, conditions and provisions of the Note and said Installment Deed, or if any Trustor herein makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition for reorganization under the bankruptcy laws; or if any petition in bankruptcy is filed against any Trustor; or if a receiver or trustee is appointed for all or any part of the property and assets of any Trustor; or should any levy, attachment, execution, garnishment or lien be issued or filed against the real or personal property of any Trustor and not be satisfied or released within thirty days after issuance or filing; or if a contract is executed for the sale of the above-described real property; or if there is a transfer of any interest, legal or beneficial, in the above-described real property; then 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 (20) 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 courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower, the statutory rights of redemption, 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 holder of the indebtedness may bid at any sale under this trust conveyance. Trustors agree that the Trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Trustors 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 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 so to do, 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural, all as the facts and context require.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 3RD day of DECEMBER, 1986.

C. Everett Floyd
C. EVERETT FLOYD, Grantor

John H Allen
JOHN H. ALLEN, Trustor

Katherine D. Allen
KATHERINE D. ALLEN, Trustor

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, S. Tonea Spears, a Notary Public in and for said County and State, C. Everett Floyd, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of December, 1986.

S. Tonea Spears
Notary Public

NOTARY PUBLIC SPEARS DAVIDSON COUNTY STATE OF TENNESSEE

My commission expires:
9-9-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, S. Tonee Spears, a Notary Public in and for the State and County aforesaid, John H. Allen and Katherine D. Allen, the within 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 seal, at office in Nashville, Tennessee, this 3rd day of December, 1986.

S. Tonee Spears
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires:
9-9-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or ~~value~~ whichever is greater, for this transfer is $111,000.00.

Paul A. Parker
Affiant

SUBSCRIBED AND SWORN TO before me, this the 3rd day of December, 1986.

Notary Public

My commission expires:
May 13, 1989

EXHIBIT "A"

PROMISSORY NOTE

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$100,000.00

Nashville, Tennessee

December 3, 1986

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned, JOHN H. ALLEN and KATHERINE D. ALLEN, ("Maker") hereby promise to pay to C. EVERETT FLOYD ("Holder") the principal sum on One Hundred Thousand and 00/100 Dollars ($100,000.00) bearing interest at the rate of ten and one-half percent (10-1/2%) payable in monthly installments of Nine Hundred Fourteen and 74/100 Dollars ($914.74) commencing January 5, 1987, and on the 5 day of each succeeding month through December, 1996, and a balloon payment of all remaining principal and interest on January 5, 1997, such interest and principal to be payable at Holder's residence in Franklin, Tennessee 37064, or at such other place as Maker shall have prior written notice.

This Promissory Note is issued pursuant to and is secured by the terms and conditions of that certain Installment Deed dated December 3, 1986, by and among Maker and Holder.

The interest rate stated above may be increased by Holder at his sole and exclusive option at the end of sixty (60) months from the date of execution of this Promissory Note. Any such increase in the interest due hereunder shall not exceed the average of interest rates then being imposed on new thirty (30) year fixed-rate mortgages by the mortgage affiliates of Third National Bank, First American National Bank and Commerce Union Bank.

In the absence of Holder's prior written consent, if all or any part of the property secured by the Vendor's lien retained in the said Installment Deed of even date herewith or any interest therein is sold or transferred including, without limitation, (a) the creation of a lien, charge, restriction or encumbrance against the Premises not subordinate to this Deed of Trust, (b) the execution of a contract to sell, which does not close within ninety (90) days of its execution, to one party or affiliated parties or otherwise dispose of all, part of, or any interest in, the said property, or (c) the filing of any tax lien, judgment lien or other statutory lien against the said property, Holder may, within a reasonable time after Holder acquires actual knowledge of the actual or attempted transfer, disposition or lien, declare all of the indebtedness hereunder to be immediately due and payable.

Any installment due hereunder, if not made within fifteen (15) days of the due date, shall be accompanied by a late fee of four percent (4%) of such payment.

This Note may be prepaid in whole or in part at any time without penalty or premium. Any such prepayment shall be applied first to accrued interest at the time of said prepayment(s), and the balance, if any, shall be applied to principal. No prepayment as provided here shall relieve the undersigned of its duty to pay the amount set out in the first paragraph hereof, but may only result in the indebtedness hereunder being satisfied sooner than as set out in the first paragraph hereof.

In the event there is a default in the payment of any part of interest and principal in accordance with the terms of hereof which default continues uncured for a period of fifteen (15) days; or upon failure of the undersigned to keep and perform the non-monetary covenants, promises, agreements, conditions and provisions of this Note, and any perfected second security interest in the facility and assets sold to Maker which shall remain uncured for thirty (30) days after Maker's receipt of written notice of same from Holder; or if any obligor hereon makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition for reorganization under the bankruptcy laws; or if a petition in bankruptcy is filed against any obligor; or if a receiver or a trustee is appointed all or any part of the property and assets of any obligor; or should any levy, attachment or garnishment be issued or any lien filed against the property of any obligor and not be satisfied or released within thirty (30) days after such issuance or filing; then, in any such case, the entire unpaid principal sum evidenced by this Note, together with accrued interest, shall, at the option of any Holder, without notice, become due and payable forthwith, and shall thereafter bear interest until paid at the highest rate of interest permitted to be charged under the laws of the State of Tennessee. Failure of the Holder to exercise this right of accelerating the maturity of the debt, or indulgence granted from time to time, shall in no event be considered as a waiver of said right of acceleration or stop the Holder from exercising said right.

All persons or corporations now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives and assigns, waive demand, presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection and all other further notices or demands whatsoever (following the expiration of applicable grace and/or cure periods) with respect to this Note or the enforcement

hereof, and consent that the time of said payments or any part thereof may be extended by the Holder hereof and assent to any substitution, exchange, or release of collateral permitted by the Holder hereof, all without in anywise modifying, altering, releasing, affecting or limiting the respective liability.

The term Maker, as used in this Note, shall mean all parties and each of them, jointly and severally, directly or indirectly obligated for the indebtedness that this Note evidences, whether as Principal, Maker, Endorser, Surety, Guarantor or otherwise.

It is expressly understood and agreed by all parties hereto, including Maker and Guarantor, that if it is necessary to enforce payment of this Note through an attorney or by suit, undersigned or any obligors shall pay reasonable attorney's fees and all costs of collection.

This obligation is made and intended as a Tennessee contract and is to be so construed.

This Note may not be changed or terminated orally.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned the day and year first above written.

JOHN H. ALLEN, Maker

KATHERINE D. ALLEN, Maker

IDENTIFICATION REFERENCE

70930

DEC 8 3 42 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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
			[illegible] CANT.	
			[illegible] NAT'T.	
			318.60 CSTAX	
			90.00 MSTAX	
			.50 PRFEE	
			30.[illegible] WDED	
			CHECK [illegible]	
			474EA1C/08/86 BAL .00	
			$39.30	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

70930

IDENTIFI REFERENCE

DEC 8 3 42 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 20526