INSTALLMENT DEED

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr.
Baker Worthington Crossley Stansberry & Woolf
Thirtieth Floor, L & C Tower
Nashville, Tennessee 37219

BOOK 7093 PAGE 405

ADDRESS NEW OWNER(S) AS FOLLOWS:	~~SEND TAX BILLS TO:~~ MORTGAGEE	MAP-PARCEL NUMBERS
2122 Sharondale Partnership (NAME)	SAME (NAME)	117-3 Part of Parcel 70
309 White Bridge Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37209 (CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $312,400.00.

Affiant

Subscribed and sworn to before me this the 17 day of December, 1986.

My commission expires: July 9 1989 (Affix seal) Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED TWELVE THOUSAND FOUR HUNDRED and NO/100 ($312,400.00) DOLLARS, of which One Thousand and no/100 ($1,000.00) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Three Hundred Eleven Thousand Four Hundred DOLLARS, 2122 SHARONDALE PARTNERSHIP, a Tennessee general partnership, "Grantee" herein, has executed an Installment Deed Note of even date herewith in the principal sum of Three Hundred Eleven Thousand Four Hundred DOLLARS, bearing interest at the rate of ten (10%) percent per annum, principal and interest being payable in full on March 1, 1987, the terms and conditions of the said Installment Deed Note being incorporated herein by reference as though fully copied herein, 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, EDWARD LESLIE LANDERS, JR. AND WIFE, CAROLYN CRAIG LANDERS, "Grantors" herein, have this day bargained and sold, and do hereby transfer and convey unto the said 2122 SHARONDALE PARTNERSHIP, a Tennessee general partnership, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot 1 as shown on Plan of Sharonwood as of record in Book 332, Page 119, and on Plan Resubdivision in Book 3106, Page 53, Register's Office for Davidson County, Tennessee, less and excepting, however, all that part of Lot 1, Sharonwood, owned by Timothy Gianikas.

Being the same property conveyed to Edward Leslie Landers, Jr. and wife, Carolyn Craig Landers, by Deeds of record in Book 4733, at Pages 396 and 440, Register's Office for Davidson County, Tennessee.

The legal description and the state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.

in Book 6200, page 497, a resubdivision of a plan

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said 2122 SHARONDALE PARTNERSHIP, its

successors and assigns, forever. Grantors covenant that they 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, subject only to matters of record.

Grantors further covenant and bind themselves, their heirs and and assigns, to warrant and forever defend the title to the said real estate to the said 2122 SHARONDALE PARTNERSHIP, its successors and assigns, against the lawful claims of all persons whomsoever.

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 2122 SHARONDALE PARTNERSHIP, hereinafter referred to as trustor, hereby transfers and conveys unto A. Harrison Johnson, 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:

Trustor agrees 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 the outstanding indebtedness(es), 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.

Trustor further agrees 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 shall 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 Trustor 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 at the then highest maximum effective rate of interest per annum then legally collectible in Tennessee from the due date and shall be and become a part of the indebtedness secured hereby.

Now if Trustor shall pay said indebtedness 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 part or 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, Trustor fails to reimburse the Trustee, or lawful owner and holder of said indebtedness for all sums with 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 equity or statutory right of redemption, homestead, spouse's share, 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 part 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 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:

First - To the payment of all the 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.

Second - To the payment of all taxes which may be unpaid on said premises.

Third - To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth - The residue, if any, will be paid to Trustor, its order, representatives or assigns.

In case of the death, absence, inability or refusal to act of the 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 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 "Trustor" when used herein shall apply to parties both singular and plural.

Witness our hands this 17th day of December, 1986.

2122 SHARONDALE PARTNERSHIP

By: Edward Landers Jr

Edward Landers Jr
EDWARD LESLIE LANDERS, JR.

By: Timothy Crisp

Carolyn Craig Landers
CAROLYN CRAIG LANDERS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, EDWARD LESLIE LANDERS, JR. AND WIFE, CAROLYN CRAIG LANDERS, 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 17th day of December, 1986.

Kathy D. Burkhalter
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires July 9, 1989

79439

IDENTIFICATION REFERENCE

JAN 2 1 26 PM '87

FELIX A. WILSON, REGISTER
DAVIDSON COUNTY, TN

RECORDED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, EDWARD LESLIE LANDERS, JR. AND TIMOTHY GIANIKAS, Partners of 2122 SHARONDALE PARTNERSHIP, (the "maker"), with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Partners of the maker or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 17 day of December, 1986.

Barry W. Bedford
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-12-90

NOTARY PUBLIC
DAVIDSON COUNTY

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

31243 . 3- GAIT,
31748.0 0- GAIT,
874.72 COFEX
35[illegible] STFEX
.50 PRFEE
18.00 MFEE
CHECK 1196.22
4365301/28/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

79439

IDENTIFI REFERENCE

JAN 2 1 26 PM '87

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 30021