This instrument was prepared by:
Tom B. Harris, Jr., Attorney
108 Frey Street, P. O. Box 37
Ashland City, Tennessee 37015

Map 82-16
Par. 335 J.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the payment to WYNDOLEEN GWEN SMITH HACKETT ("Seller") of the sum of Ten thousand ($10,000.00) dollars cash by DAVID EVAN SCOTT ("Purchaser"), and the receipt by Seller of other good and valuable consideration given by Purchaser in the form of his negotiable Installment Deed Note bearing even date and in the principal sum of Thirty-seven thousand six hundred ninety-four and No/100 ($37,694.00) dollars ("the purchase money note") hereinafter described, and secured by the lien hereinafter described in this instrument, Wynodleen Gwen Smith Hackett, Seller, has this date bargained and sold, and does hereby transfer and convey unto David Evan Scott, Purchaser, a single man, his heirs, successors and assigns, the following described tract or parcel of improved property located in Nashville, Davidson County, Tennessee:

Land in Davidson County, Tennessee, being part of Lot No. 124 on the Plan of J. S. Williams' Addition to Edgefield, of record in Book 21, Page 45, Register's Office for said County, described according to a survey prepared by John Kohl, Surveyor, dated September 9, 1977, as follows:

Beginning at a point in the southeast margin of Boscobel Street, said point being located 11.25 feet in a northeasterly direction from the common front corners of Lots 123 and 124; thence in a northeasterly direction and with the said margin of said Street, 38.75 feet to a point, the common front corners of Lots 124 and 125; thence with a line between said lots and in a southeasterly direction 175 feet to a point in the northwesterly margin of a 20 foot alley and also being the southwesterly rear corner of Lot No. 125; thence with the northwesterly margin of said alley and in a southwesterly direction 50 feet to a point, the common rear corner of Lots 123 and 124; thence partially with the line between Lots 123 and 124, as shown on said survey the following distances: In a northwesterly direction 81.25 feet to a point; thence in a generally northerly direction 47.8 feet to a point; thence in a northwesterly direction 47.25 feet to a point located 11.25 feet in a northeasterly direction from the common front corners of Lots 123 and 124, the point of beginning.

Being the same property conveyed to Wyndoleen Smith, a single woman, from Larry E. Johnson and Robert H. Johnson by warranty deed of record in Book 5640, Page 576, Register's Office for Davidson County, Tennessee. Wyndoleen Smith has since married Thomas C. Hackett and is the same person as Wyndoleen Gwen Smith Hackett. Thomas C. Hackett executes this instrument for the purpose hereinafter stated.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Purchaser, his heirs, successors 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 and my heirs and representatives, to warrant and forever defend the title to the said real estate to the said Purchaser and his successors and assigns, against the lawful claims of all persons.

THE PURCHASE MONEY NOTE is stipulated to bear even date, be executed by Purchaser, be in the original principal sum of Thirty-seven thousand six hundred ninety-four and No/100 ($37,694.00) dollars, be payable in 119 consecutive monthly payments of $500.00 each, along with interest from date at ten (10%) per cent per annum, the first such installment being due on March 1, 1987, and with a final payment of $116.85 becoming due on February 1, 1997, as the 120th and final installment.

AND NOW, for the purpose of better and more effectually securing payment of the purchase money note as described hereinbefore, and to render unnecessary court proceedings for the enforcement of the said lien in the event of the non-payment of any of the installments to come due on the purchase money note or in the event of the default by the Purchaser in the keeping of any of the terms of the said note or of this installment deed, as hereinafter provided, and for the consideration of the extension of the credit to him as evidenced by the purchase money note, and for the additional consideration of One ($1.00) dollar, to him in hand paid, the said Purchaser, David Evan Scott, does hereby transfer and convey unto Tom B. Harris, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, interest, rents, issues, and profits, all buildings now or hereafter erected on said

premises, and all fixtures and equipment now or hereafter attached to the same and thereto belonging, for the purpose aforesaid, only.

THE SAID David Evan Scott, does hereby covenant and agree (referring to himself hereinafter as "the grantor"):

(1) to pay the indebtedness evidenced by the purchase money note when due, or any extensions, modifications or renewals thereof;

(2) that this instrument shall further secure the full, prompt and final payment of any other indebtedness that the grantor may now or hereafter owe the holders of the indebtedness directly or as an endorser or security for others;

(3) that any and all buildings, structures, fixtures and improvements constructed or to be constructed on the premises or attached to said premises, now or hereafter, shall become a part of the security for this agreement;

(4) to keep said premises free from all liens that may become superior to the lien in this instrument;

(5) to pay all taxes and assessments of every kind and character levied on the within described property, when the same shall become due and payable, and promptly deliver the official receipt to the holders of the indebtedness;

(6) to carry insurance on the insurable buildings in the amount of the highest reasonable insurable value, said insurance to be assigned and delivered to the holders of the indebtedness, as their interest may appear with all premiums thereon paid in full;

(7) to keep all improvements located on the property in good repair;

(8) not to allow waste to the land or any of the improvements;

(9) that, upon default in the payment of any such lien, taxes, assessments, insurance premiums, or upon failure to keep said buildings on the premises in good repair, the holders of the indebtedness may pay such taxes, liens, assessments, effect such insurance, and make repairs as in their discretion they may deem necessary for the proper preservation thereof, and the sums so paid shall be a further lien on the premises under this instrument, payable forthwith, with interest at a rate which is 2-1/2 percentage points over the then-prevailing prime rate charged by the banks in Nashville, Tennessee, but, however, not greater than the highest legal rate then chargeable according to the Tennessee usury law;

(10) that, if the Trustee or the holders of the indebtedness shall become party to any suit or proceedings at law or in equity in reference to their interest in the premises herein conveyed, the reasonable costs, charges and attorney's fees in such suit or proceeding shall be a further lien on the premises under this instrument, payable forthwith, with interest determined as provided in paragraph (9), above, PROVIDED, HOWEVER, that such suit or proceedings shall have been brought by a third party on account of an act or omission on the part of grantor, which act or omission would be a default by grantor in the keeping of any of the terms of this instrument;

(11) that the grantor will not execute any instrument creating a junior lien on this property without the written consent of the owners and holders of the indebtedness;

(12) that, in the absence of the prior written consent of the holders of the indebtedness, if all or any part of the premises or any interest therein is sold, transferred, encumbered or restricted, including without limitation, (a) the creation of a lien, charge, restriction or encumbrance against the premises whether or not subordinate to the lien of this installment deed, ~~(b) the execution of a contract to sell, or option to sell,~~ lease for a term longer than three (3) years, or otherwise dispose of all, part of, or any interest in, the premises, (c) the transfer ~~or execution of a contract to transfer or otherwise dispose~~ of all, part of, or any interest in the beneficial or equitable title to the premises, or (d) the filing of any tax lien, judgment lien or any other type of lien against the premises, the holders of the indebtedness may, at any time after actual knowledge of the actual or attempted sale, transfer, disposition, encumbrance or restriction, declare all secured indebtedness to be immediately due and payable.

Now, if the grantor shall pay all installments of the said purchase money note as they come due, together with any other indebtedness that the grantor may now or hereafter owe the holders of this indebtedness, and shall keep all covenants hereinabove made, this conveyance in trust shall be null and void; but should the grantor fail to do so, then, at the option of the lawful owner and holder of the said purchase money note, the entire remaining balance of the said purchase money note shall become due and payable at once, without notice, and the Trustee, herein named, or his agent or attorney, is authorized and empowered to take charge of said real estate, and after advertising the same for sale at least three (3) different times in a newspaper of general circulation published in the county where the sale is to be made, the first publication to be at least twenty (20) days prior to the sale, announcing the time, terms and place of sale, he will sell said real estate at the Courthouse door of any county in which any part of said real estate is located, to the highest and best bidder for cash, free from the right of redemption, homestead and dower, and free from the statutory right of redemption under T.C.A. Section 66-8-101, all of which are hereby expressly waived, conveyed and cut off. The grantor expressly covenants that the land shall, at the option of the Trustee, be sold as a whole and not in parcels and any right or privilege conferred upon the grantor or subsequent owner of the encumbered land, by any statute, to have a sale in parcels is hereby expressly waived.

In the event of a sale hereunder, the Trustee will make the purchaser a deed to said real estate, and the owners and holders of the indebtedness secured hereby may bid on and purchase said real estate as though disinterested.

From the proceeds of said sale, the Trustee will first pay the costs and expenses of foreclosure, including a reasonable attorney's fee; he will next pay, in order, the purchase money note hereby secured, together with any other indebtedness that the grantor may, at that time, owe the holders of the indebtedness, and the balance, if any, will be paid to the grantor or to his order.

In the event of a sale hereunder, the grantor and all persons holding under him shall be and become tenants at will of the purchasers of the real estate, from and after the execution and delivery of a deed to said real estate, said tenancy to be terminated at the option of the purchaser, upon five (5) days' written notice.

The Trustee shall not be required to execute bond for the performance of his duties hereunder.

If, for any reason, the Trustee, herein named, should be unable or refuse to act, then the holders of the indebtedness may appoint a substitute Trustee, in writing, which writing must be duly acknowledged and recorded in the Register's Office in any county where the real estate is located and the substitute Trustee, so appointed, shall be clothed with all the powers and vested with all the duties imposed upon the Trustee herein named.

Time is of the essence of this contract, and acceptance of partial or delinquent payments or failure of the holders of the indebtedness to exercise any right or remedy shall not constitute a waiver of any other similar default occurring at a later date.

IN WITNESS WHEREOF, the parties have executed this instrument at Nashville, Tennessee, on this 28th day of January, 1987. Seller's husband is Thomas C. Hackett and he executes this instrument for the purpose of conveying any marital interest or other interest which he has in and to the said real property.

Wyndoleen Gwen Smith Hackett
Wyndoleen Gwen Smith Hackett

Thomas C Hackett
Thomas C. Hackett

David Evan Scott
David Evan Scott

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Wyndoleen Gwen Smith Hackett and husband, Thomas C. Hackett, 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 28th day of January, 1987.

Elizabeth B. Sadler
Notary Public

My Commission Expires My Commission Expires JULY 17, 1988

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David Evan Scott, 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 28th day of January, 1987.

Elizabeth B. Sadler
Notary Public

My Commission Expires My Commission Expires JULY 17, 1988

NEW OWNER:

David Evan Scott
802 Boscobel Street
Nashville, TN 37206

SEND TAX BILLS TO:

Same as new owner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $47,694.00.

David Evan Scott
Affiant

Subscribed and sworn to before me, this the 28th day of January, 1987.

Elizabeth B. Dalton
Notary Public

My Commission Expires: My Commission Expires JULY 17, 1988

THE TOTAL INDEBTEDNESS UNDER ANY CONTINGENCY IN THE STATE OF TENNESSEE IS $37,694.00.

88160

IDENTIFT REFERENCE

JAN 29. 10 50 AM '87

RUSH

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7120 PAGE 608

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
			47694.00- CAMT.-	
			37694.00- MAMT.-	
			132.56 CSTAX	
			36.70 MSTAX	
			.50 PRFEE	
			21.00 WDFEE	
			CHK	190.76-
			421310 1/29/87 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

88160

IDENTIFICATION REFERENCE

JAN 29 10 50 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 39708