Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. and Mrs. Steven Dwight Hale Sr. (NAME:)	same (NAME:)	Map 66
Route #3, Box 289 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 57
Nashville, Tennessee 37218 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	P. W.

FOR AND IN CONSIDERATION of the sum of twenty thousand *Dollars,*

of which five hundred *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, ~~XXXXXXXXXXXX~~ ~~XXXXX~~,

Steven Dwight Hale Sr. and wife Katherine Kay Hale *have executed*

their single installment-deed note dated this date and payable to the order of James D. Ferguson in monthly installments of $199.97 each, the first such installment being due October 1st, 1984, and the remaining installments being due on the first day of each month until the entire amount has been paid in full with interest at 10% a year,

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, James D. Ferguson

have this day bargained and sold, and do hereby transfer and convey unto the said Steven Dwight Hale Sr. and wife Katherine Kay Hale, and their *(successors), heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

beginning at a stake on G. R. Oglesby's line on the right of way of the Tennessee Central Railroad fifty feet from its center line and on the center line of a stone culvert; and running thence parallel with the said railroad along the right-of-way line south 71° east 212 feet to a stake on G. R. Oglesby's line; thence south 19° west 91 feet to a stake on the edge of Cumberland River; thence down Cumberland River at water's edge north 71½° west 212 feet more or less to a stake; thence north 19° east 121 feet to the point of beginning;
being the same property onveyed to James D. Ferguson by deed recorded at page 953 and at page 955 in Book 5079 in the Register's office of Davidson County, Tennessee;

IDENTIFICATION REFERENCE

STATE OF TENNESSEE
COUNTY OF Cheatham

The actual consideration or value whichever is greater, for this transfer is $ 20,000

Subscribed and sworn to before me, this the 26th day of March 19 85

Affiant

My commission expires: 4/6/86 (Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Steven Dwight Hale Sr. and wife Katherine Kay Hale, and their *(successors), 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,* except that the buyers assume the payment of county land taxes for 1984 and all subsequent years. I *further covenant and bind* myself, and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Steven Dwight Hale Sr. and wife Katherine Kay Hale, and their *(successors), 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 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 Steven Dwight Hale Sr. and wife Katherine Kay Hale *hereinafter referred to as trustors, hereby transfer and convey unto* W. R. Baker, *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:*

Trustors 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 the sum of $, 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.

James D. Ferguson retains a lien on the said land so that it can be sold only on the payment in full, in advance or otherwise, of the said note.

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 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 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 ten percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid 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 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, trustors fail 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 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. The trustee may, at any time after default in the payment of any 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:

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.

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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 Registers Office for 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.

Witness our hands this 28th day of September, 19 84, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

James D. Ferguson

Steven Dwight Hale Sr.

Katherine Kay Hale

THIS INSTRUMENT WAS PREPARED BY: W. R. Baker, attorney at law, 205 North Main Street, Ashland City, Tennessee 37015-0245

STATE OF TENNESSEE
COUNTY OF Cheatham

Personally appeared before me, Sondra Trayer Duncan, a Notary Public in and for said County and State, James D. Ferguson and Steven Dwight Hale Sr. and wife Katherine Kay Hale, the within named 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 Ashland City, Tennessee, this 26th day of March, 19 85.

Sondra Trayer Duncan Notary Public

Commission expires 4/6/86

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF

Before me, ... a Notary Public of the State and County aforesaid, personally appeared ..... with whom I am 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 .....

..... Notary Public

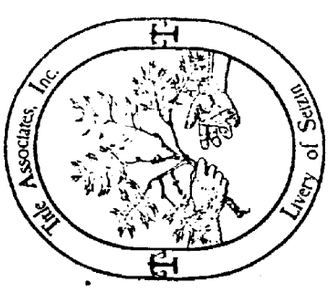
Commission expires .....

INSTALLMENT DEED

FROM JAMES D. FERGUSON

TO STEVEN DWIGHT HALE SR. et ux. KATHERINE KAY HALE

TITLE INSURED BY POLICY NUMBER:



Compliments of

Title Associates, Inc.

REPRESENTING

U.S. LIFE TITLE INSURANCE Company of New York

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

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			20000.00-	CAPT.
			19500.00-	MAPT.
			56.00	CSTAX
			17.50	MSTAX
			.50	PRFEE
			6.00	MORTG
			CHECK	39.00-
			2548A06/24/87 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

39274

IDENTIFI REFERENCE

JUN 24 [illegible] AM '87

FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

No. 96769