PREPARED BY:
Hunter Short, Attorney
323 Union Street
Nashville, TN 37201
(615) 255-7496

INSTALLMENT DEED

BOOK 7303 PAGE 186

FROM: NATHAN WALL, and wife, PATRICIA WALL

TO: RICHARD N. MOON, and wife, MARY JANE MOON

NEW OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NO.
Mr. and Mrs. Richard N. Moon 2844 Clay Lick Road Whites Creek, TN	Same	Map 22 Parcel 49

FOR AND IN CONSIDERATION OF the sum of FIFTEEN THOUSAND and NO/100 DOLLARS ($15,000.00) of which $2,000.00 has been paid in cash by the grantee, hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantees have given their note of even date in the amount of $13,000.00, payable to grantor, NATHAN WALL, as therein set out; reference is here made to said note for the terms and conditions thereof; 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, NATHAN WALL, and wife, PATRICIA WALL, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto RICHARD N. MOON, and wife, MARY JANE MOON, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Property known as 2844 Clay Lick Road, Whites Creek, Tennessee

Located on the Clay Lick Road in the Tenth District of said County and State, beginning at a stake in the center of the Clay Lick Road, east of a small bridge in the south line of D. A. Harris' home tract, thence running with said Clay Lick Road as follows: South 78 ½ degrees west passing over the northeast corner of the abutment of said bridge, at 6 poles in all 38 poles to a stake in said roads; thence south 51 degrees west 18 poles to a stake in said road; thence south 81 3/4 degrees west 36 poles to a stake in said road; thence south 68 degrees west 18 poles to a stake in said road; thence north 83 degrees west 8 poles to a stake in said road; thence north 58 degrees west 7 3/5 poles to a stake in said road; in the M. E. Link north line, thence with said line south 85 3/4 degrees east 16 poles to an iron pin in an old field interior corner of the Link land; thence north 4 3/4 degrees 11.4 poles to a stake, thence south 45 3/4 degrees west 29.6 poles to a stake; thence south 87 3/4 degrees east 79 poles to the beginning.

Included in the aforementioned description but excluded for the purpose of this conveyance, is the following described tract conveyed by Laura Ruth Hunter, Eldon Lanier Hunter, Paul David Hunter, Donald Ray Hunter, Elvin Lee Hunter, Howard Clay Hunter, Roy Daniel Hunter, and John Fed Hunter to Martha Hunter Sanders, of record in Book 4992, Page 536, Register's Office for Davidson County, Tennessee, namely:

Land in the 10th Civil District of Davidson County, Tennessee, described according to a survey made by Charles R. Simmons, Surveyor, dated August 19, 1975, as follows:

Beginning at a nail in the northerly margin of Clay Lick Road, at

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $13,000.00

the southwest corner of the property owned by Mrs. Hunter; thence with the northerly margin of said road, south 86 degrees west 400 feet and south 77 degrees west 297 feet to a point; thence with a fence, north 5 degrees east 188 feet to an iron pin in the southeast boundary line of the property owned by Warren; thence with said line, north 50 degrees east 495 feet to an iron pin in the western boundary line of said Hunter property; thence with the same South 35 degrees 15" east 505 feet to the point of beginning.

Being the same property conveyed to NATHAN WALL by deed of record in Book 6748, Page 146, of said Register's Office.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto, belonging to the said grantees, their heirs and assigns forever. We covenant that we 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in 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, do hereby transfer and convey unto Hunter Short, 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 $-0-, 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 30 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, for his successor in trust, is hereby authorized and empowered, upon giving 20 days notice by 3 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, statutory right to redeem property as provided in T.C.A. 66-8-101, 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 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:

First: 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.

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

Third: To the payment of all unpaid notes 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 the grantees herein, their heirs, representatives or assigns.

In case of 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 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 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 hand this the 16th day of July, 1987.

Nathan Wall
NATHAN WALL

Richard N. Moon
RICHARD N. MOON

Patricia Wall
PATRICIA WALL

Mary Jane Moon
MARY JANE MOON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, NATHAN WALL, and wife, PATRICIA WALL, and RICHARD N. MOON, and wife, MARY JANE MOON, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 17th day of July, 1987.

Notary Public
My Commission Expires: 1-15-89

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $15,000.00.

Affiant

Subscribed and sworn to before me, this the 16 day of July, 1987.

Notary Public
My Commission Expires: 1-15-89

480035

IDENTIFICATION REFERENCE

Jul 22 12 21 PM '87

REGISTER

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
			150[illegible]- CA TX.	
			130[illegible]- MA TX.	
			42.00 C STAX	
			11.00 M STAX	
			.50 [illegible]	
			9.00 [illegible]	
			CHECK	62.50-
			2480A07/22/87 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

48035

IDENTIFICATION REFERENCE

JUL 22 12 21 PM '87

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No.106605