File Box #4
#87-8-16

BOOK 7327 PAGE 517

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

WILLIMAE WALLER WRIGHT

TO

JAMES J. RUCKER
BOBBY O. STILLWELL
SUE A. STILLWELL

For draftsman's use

This instrument prepared by:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church Street Bldg
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James J. Rucker (NAME)	Owner (NAME)	60-12, Parcel 75
2909 Dickerson Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	60-12, Parcel 76
Nashville, Tennessee 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

56609

IDENTIFICATION REFERENCE

Aug 17 11 05 AM '87

DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$152,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF August 1987.

Notary Public

MY COMMISSION EXPIRES: 2/19/88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED $152,500.00 DOLLARS

of which $ 30,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory note of even date payable to the order of the Grantor in sixty (60) monthly installments of $2,592.15 each, including interest at the rate of ten (10%) per centum per annum, beginning September 1, 1987 and a like sum monthly thereafter with the final payment, it not sooner paid being due and payable on the 1st day of August, 1992. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal.

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,

I, Willimae Waller Wright, a widow

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James J. Rucker, a one-half undivided interest and Bobby O. Stillwell and wife, Sue A. Stillwell the other one-half undivided interest.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot Nos. 1 and 2 on the Plan of the J. D. Wright Subdivision of record in Book 6200, Page 610, Register's Office for said County to which said plan reference is hereby made for a more complete legal description.

Being part of the same property conveyed to J. Douglas Wright and wife, Willimae Waller Wright, by Deed from William Frank Davis and wife, Pearle H. Davis, of record in Book 1808, Page 168, Register's Office for Davidson County, Tennessee. The said J. Douglas Wright haveing since died.

Title to the underground gas storage tanks passes with this proposed conveyance.

This is (unimproved ( ) improved (X)) property, known as 2909 Dickerson Road, Lot 1 (House Number) (Street) Nashville, Tennessee 37207 (P. O. Address: City or Town) (Postal Zone) and 100 Hart Lane, Lot 2, Nashville, Tennessee 37207

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 unincumbered. except for 1987 taxes which have been pro-rated and assumed by the Grantees herein. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever 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 further and more effectually securing the payment of said liens notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of 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 herein do hereby transfer and convey unto J. Douglas Wright, Jr. 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 grantors 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 $ Ins. Value 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 for 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 thereby, the same to bear interest from the date of such payment. Now, if we, the said grantors, shall pay the notes above described 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 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 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, 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, the statutory right of redemption, homestead, dower, statutory or curtesy rights, and all other exemptions of every kind, which have 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:

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 notes 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 the grantors herein, their heirs, 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 lien notes, or if more than one, then of the first maturing unpaid note, 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 hereby conveyed to the said Trustee shall be vested in said successor.

Wherever used, the singular number shall include the plural, the plural the singular, and the 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 hands this the 17th day of August, 19 87.

Willimae Waller Wright
WILLIMAE WALLER WRIGHT

James J. Rucker
JAMES J. RUCKER

Bobby O. Stillwell
BOBBY O. STILLWELL

Sue A. Stillwell
SUE A. STILLWELL

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 WILLIMAE WALLER WRIGHT the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of August, 1987.

Notary Public

Commission expires 2/19/88

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 JAMES J. RUCKER, BOBBY O. STILLWELL and wife, SUE A. STILLWELL the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of August, 1987.

Notary Public

Commission expires 2/19/88

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7327 PAGE 519

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

56609

IDENTIFICATION REFERENCE

AUG 17 4 09 PM '87

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 06416