This instrument prepared by:
James R. Cheshire, III, attorney
Waller Lansden Dortch & Davis
2100 One Commerce Place
Nashville, Tennessee 37239

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $250,000.

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Thompson B. Patterson, et ux.	Same	Map #130-6
(NAME:)	(NAME:)	
705 Belle Meade Boulevard		Parcel #s 20 & 21
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37205		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 7451 PAGE 776

FOR AND IN CONSIDERATION of the sum of Four Hundred Fifty Thousand ($450,000) *Dollars,*

of which Two Hundred Thousand ($200,000) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Two Hundred Fifty Thousand ($250,000) *Dollars,*

THOMPSON B. PATTERSON and wife JOANN H. PATTERSON, *have executed*

their promissory note of even date herewith, payable in consecutive monthly installments of interest only at the rate of ten percent (10%) per annum on the principal balance commencing February 15, 1988, and continuing on the 15th day of each consecutive month until January 15, 1993, on which date the entire principal balance and accrued interest are due and payable,

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, WILLIAM O. BATTS, JR., the Grantor herein

has this day bargained and sold, and does hereby transfer and convey unto the said Thompson B. Patterson and wife, JoAnn H. Patterson, their

XXXXXXX *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being lots Nos. 5 and 6 on the plat of a subdivision of lots Nos. 18, 19, 20 and 21 of Belle Meade Plan No. 2 in book 421, pages 98 and 99, Register's Office for said County.

Said lot No. 5 fronts 112 feet on the westerly side of Belle Meade Boulevard and runs back between parallel lines 280.7 feet on the south line and 282.3 feet on the north line to the easterly line of lot No. 8 in said subdivision and is a part of said lot No. 18.

Said lot No. 6 fronts 112 feet on the westerly side of Belle Meade Boulevard and runs back between parallel lines 294 feet on the north line and 282.3 feet on the south line, to the east line of lot No. 7 on said plat and is a part of said lot No. 18.

Being the same property conveyed to Dorothy Virginia McManus by deed from Dorothy M. Coolidge of record in Book 4273, page 121, said Register's Office; further being the same property transferred under the terms of the Will of Dorothy Coolidge Batts, of record in Will Book 120, page 42, Probate Court Clerk's Office of Davidson County, Tennessee; and further being the same property an interest in which was conveyed to William O. Batts, Jr. by Quitclaim Deed from Elizabeth Anne Daugherty, et al. of record in Book 7451, page 713, said Register's Office.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $450,000.00

Subscribed and sworn to before me, this the 15th day of January, 19 88

Affiant

My commission expires: 3/11/90 (Affix Seal)

Notary Public

NOTARY PUBLIC AT LARGE ILLINOIS

This is unimproved ( ) improved (X) property, known as 705 Belle Meade Blvd., Nashville, TN 37205 (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 Thompson B. Patterson and wife, JoAnn H. Patterson, 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 for 1988 taxes, easements and restrictions of record,

Grantor *further covenants and binds* himself, his heirs and assigns ~~heirs and representatives~~, *to warrant and forever defend the title to said real estate to said* Thompson B. Patterson and wife JoAnn H. Patterson, 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 said 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 Thompson B. Patterson and wife JoAnn H. Patterson

hereinafter referred to as trustors, hereby transfer and convey unto James R. Cheshire, III *, 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.

*Virginia O. Smith Batts, spouse of William O. Batts, Jr. enters into this Installment Deed for the sole purpose of releasing and conveying any and all interests she may have in said property by virtue of her marriage to William O. Batts, Jr.

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 6 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 convenance 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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.

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 Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* S *this* 15th *day of* January, *19* 88, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

William O. Batts, Jr.
WILLIAM O. BATTS, JR.

Virginia O. Smith-Batts
VIRGINIA O. SMITH BATTS

Thompson B. Patterson
THOMPSON B. PATTERSON

JoAnn H. Patterson
JOANN H. PATTERSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

$15.50

RECEIVED FOR RECORD
DAVIDSON COUNTY, TN
JAN 19 3 17 PM 88

$15.50

Personally appeared before me, James R. Cheshire, III, *a notary public in and for said County and State, the within named* WILLIAM O. BATTS, JR.

the bargainor S, *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *this* 15th *day of* January, *19* 88.

My commission expires 3/11/90 *Notary Public* James R. Cheshire, III

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, James R. Cheshire, III, *a Notary Public in and for said County and State, the within named* THOMPSON B. PATTERSON and wife JOANN H. PATTERSON

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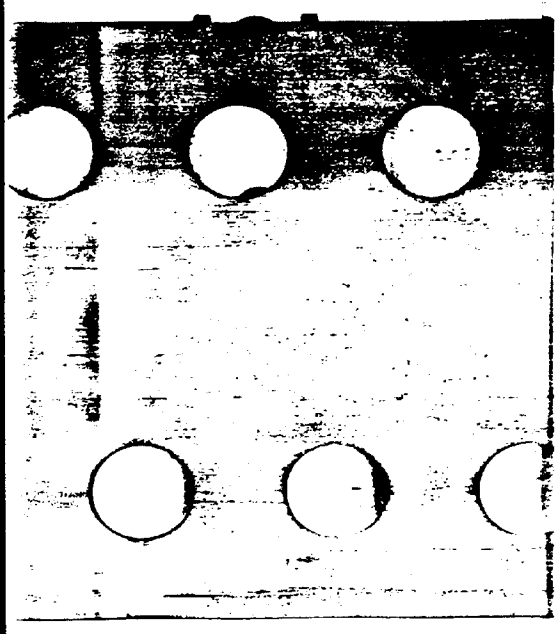
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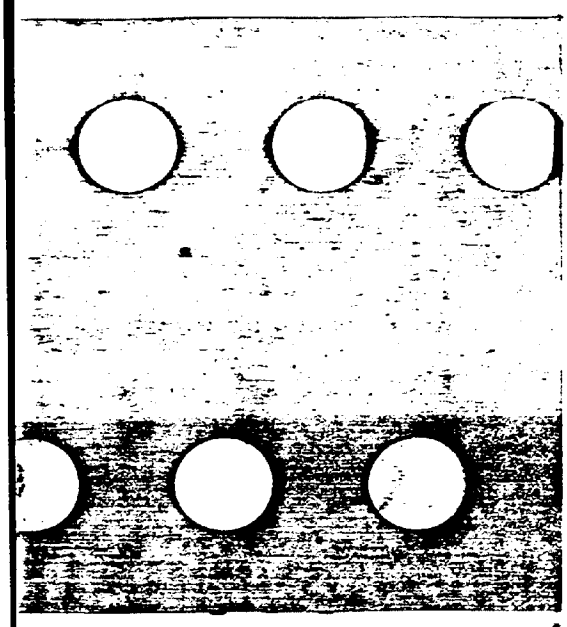
FROM
WILLIAM O. BATTS, JR.

TO
THOMPSON B. PATTERSON, et ux

TO
JAMES R. CHESHIRE, III, TRUSTEE

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219





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 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

CONST	450000.00
MKT	250000.00
CON TX	1260.00
MOR TX	248.00
	0.50
WDEED	6.00
TOTAL	1514.50
CHECK	1514.50

98501 IDENTIFT REFERENCE

JAN 19 3 17 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

1/19/88 01 15:22 0001 9290

No. 54249