Installment Deed BOOK 7537 PAGE 717

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Ronald E. Waller	same	Map 9
(NAME:)	(NAME:)	
3132 Margie Drive		parcel 11
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Joelton, Tennessee 37080		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of one hundred fifty-one thousand two hundred fifty *Dollars,*

of which thirty-seven thousand eight hundred twelve and one-half *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder one hundred thirteen thousand four hundred thirty-seven and one-half *Dollars,*

Ronald E. Waller and wife Debra Lynn Waller *have executed*

their single installment-deed note dated this date and payable to the order of H. L. Crowder and Hubert H. Crowder in monthly installments of $1,422.01, the first such installment being due April 30th, 1988, and the remaining installments being due on the last day of each succeeding month until the entire amount has been paid in full, including interest at eleven percent 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, H. L. Crowder and Hubert H. Crowder *have this day bargained and sold, and do hereby transfer and convey unto the said* Ronald E. Waller and wife Debora Lynn Waller, and their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

in the 14th (formerly 24th) Civil District of Davidson County, Tennessee; beginning at a cedar post at the formerly common corner of Townes, Huffman, and Moore, and running thence north 33°43'53" west 1408.65 feet to an iron pin and north 32°51'53" west 723.2 feet with a fence to an iron pin in the southwesterly margin of Jackman Road, 1.3 miles east of Whites Creek Pike; thence with the southerly margin of Jackman Road north 24°3'16" east 293.55 feet to an iron pin, north 29°3'57" east 120.32 feet to an iron pin, and north 38°5'47" east 121.87 feet to an iron pin 2,230 feet more or less from Greenbriar Road; thence, leaving Jackman Road, south 71°6'54" east 755.23 feet to an iron pin; thence south 71°15'49" east 643.35 feet to an iron pin; thence north 78°57'22" east 53.54 feet to an iron pin in the southwesterly margin of Jackman Road; thence with the said margin of Jackman Road south 54°24'49" east 112.36 feet to an iron pin south 83° 45½"east 246.69 feet from the center line of Greenbriar Road; thence north 86°5'23" west to an iron pin; thence along a wire fence south 29'47" east 306.9 feet to an iron pin, south 28'27" east 670.33 feet to an iron pin, and south 1°49'32" west 715.39 feet to a cedar post; thence with Towne's north boundary line south 75°51'44" west 196.56 feet and south 86°42'28" west 197.56 feet to the point of beginning, containing 49.5 acres more or less according to survey by Young, Weakley, and Weakley dated March 10th, 1988;
subject to an easement for all terms crossing and entering upon adjoining lands;

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value whichever is greater, for this transfer is $ 151,250

Subscribed and sworn to before me, this the 25 day of March April 19 88

Affiant

My commission expires: 4/11/90 (Affix Seal)

Notary Public

WILDA SMITH NOTARY PUBLIC AT LARGE

being part of the land conveyed to H. L. Crowder and Hubert H. Crowder by deed dated March 21st, 1984, and recorded at page 390 of Book 6,254 in the Register's office of Davidson County, Tennessee;

unimproved ( )
This is improved (X) 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 Ronald E. Waller and wife Debora Lynn Waller, and their *(successors), 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, and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Ronald E. Waller and wife Debora Lynn Waller, 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 Ronald E. Waller and wife Debora Lynn Waller *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.

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. 11

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.

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 Register's Office for Davidson 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 25th day of ~~March~~ April, 19 88

H. I. Crowder

Hubert H. Crowder

Linda F. Waller

Debora L. Waller

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....Tennessee, this.....day of....., 19.....

.....Notary Public

Commission expires.....

BOOK 7537 PAGE 720

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* H. L. Crowder, Humbert H. Crowder, and Ronald E. Waller and wife Debora Lynn Waller, *the within named bargainor S, 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, *this* 2nd *day of* March April, *19* 88

W. R. Baker *Notary Public*

Commission expires October 3rd, 1991

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

State of Tennessee §
Cheatham County §

The maximum principal indebtedness in this transaction for Tennessee recording-tax purposes is $113,437.50.

W. R. Baker

Sworn to and subscribed before me this May 5th, 1988

Wilda Smith
Notary Public

My commission expires: April May 11th 1990

28326

INSTALLMENT DEED IDENTIFICATION REFERENCE

FROM HERBERT L. CROWDER et ux

HUBERT H. CROWDER

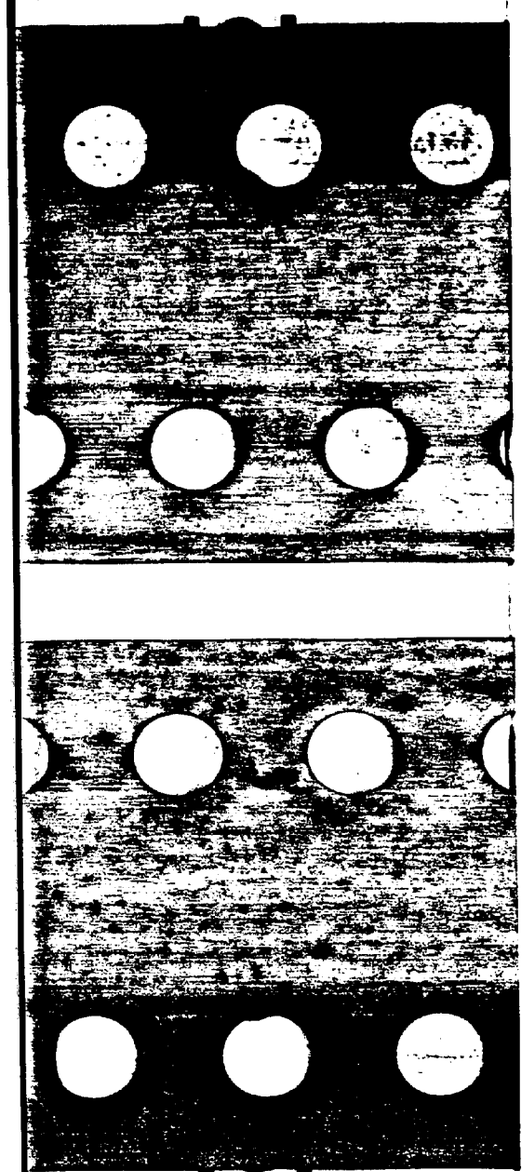
TO RONALD E. WALLER et ux.

DEBORA LYNN WALLER

MAY 6 2 51 PM '88 FILED FOR RECORD AND RECORDED IN WILLIAM Z. WILLIAMS REGISTER DAVIDSON COUNTY, TN

Prepared by: W.R. Baker, Atty.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7537 PAGE 721

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

DAMT 151250.00
MAMT 113437.50
CON TX 423.36
MOR TX 111.40
MISC 0.50
MREED 12.00
TOTAL 547.26
CHECK 547.26

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/06/98 01 14:50 0001 4522

28326

IDENTIFICATION REFERENCE

MAY 6 2 51 PM '98

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 88774