Bot 23

BOOK 7674 PAGE 339

File No: 8378-1

5845 10/11 0101 03-HEDX 75.00

The maximum principal indebtedness for Tennessee recording tax purposes is $162,000.00.

Address New Owner:	Send Tax Bills to:	Map/Parcel
Donna H. Tisdale 313 Lanascalia Circle Franklin, TN 37064	Same	Map 76 Par 38 and Map 76-5 Par 1

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTY FIVE THOUSAND ($165,000.00) DOLLARS, of which THREE THOUSAND AND NO/100 ($3,000.00) DOLLARS has been paid in cash by DONNA H. TISDALE, the Grantee, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SIXTY TWO THOUSAND AND NO/100 ($162,000.00), DOLLARS, the said Grantee haS this day executed her one promissory note in the principal sum of ONE HUNDRED SIXTY TWO THOUSAND ($162,000.00) DOLLARS, payable to the order of Harold D. Mitchell, and given as part of the purchase money on the herein described property.

Said note is payable as follows:
(1) On or before December 30, 1988, one principal payment of $75,000.00;
(2) On or before March 30, 1989, one principal payment of $75,000.00; and
(3) On or before June 30, 1989, one principal payment of $12,000.00.
(4) Interest at the rate of 12% per annum on the unpaid principal sum shall be payable in consecutive monthly installments. Interest shall begin accruing from the date the subdivision plat is recorded. **

Releases shall be executed by the holder of the note as follows: Upon the payment of the first $75,000.00 principal payment, holder shall release 10 lots as recorded on the subdivision plat; Upon payment of the second $75,000.00 principal payment, holder shall release an additional 10 lots as recorded on the subdivision plat; and upon payment of the third principal installment of $12,000.00 plus any unpaid interest, the holder of the note shall release the remaining lots shown on the recorded subdivision plat.

All of said notes bearing interest from date as aforesaid, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, HAROLD D. MITCHELL, hereinafter referred to as GRANTOR, has this day bargained and sold, and does hereby transfer and convey unto the said DONNA H. TISDALE, hereinafter referred to as GRANTEE, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT "A".

Tract I being the same property conveyed to Harold D. Mitchell by deed from First Suburban Water Utility District of Davidson County, Tennessee, of record in Book 7627, Page 716, said Register's Office.

Tract II being the same property conveyed to Harold D. Mitchell by deed from Arthur A. Guilbault and wife, Pascualita L.

Guilbault, of record in Book 7632, Page 171, said Register's Office.

Patsy Mitchell, wife of Harold D. Mitchell, executes this instrument for the purpose of (i) acknowledging and consenting to this conveyance, including the transfer of any property interest in the herein described property that may have accrued to her by virtue of her marriage to Harold D. Mitchell; and (ii) waiving and renouncing any dower, elective share or exemption rights provided for by law in the premises hereby conveyed.

Billy J. Tisdale, husband of Donna H. Tisdale, executes this instrument for the purpose of (i) acknowledging and consenting to this conveyance, including the transfer of any property interest in the herein described property that may have accrued to him by virtue of his marriage to Donna H. Tisdale; and (ii) waiving and renouncing any elective share or exemption rights provided for by law in the premises hereby conveyed.

This property is conveyed subject to the Plan of record in Book 4860, Page 43, said Register's Office, Restrictive Covenants of record in Book 4938, Page 337, said Register's Office and to all applicable local government planning, building and zoning regulations.

This is unimproved property.

TOGETHER WITH ALL the improvements, including fixtures, now or hereafter located on the property, and all easements, rights, appurtenances, estate, title and interest thereto, all of which shall be deemed to be a part of the property covered by this Installment Deed lien.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEE, her heirs and assigns forever, AND GRANTOR covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, unless otherwise therein set out.

AND GRANTOR further covenants and binds himself, his heirs, assigns and representatives, to warrant and forever defend the title to said real estate to said GRANTEE, her heirs and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectually securing the payment of said lien note(s), and rendering in the event of the nonpayment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, the said GRANTEE does hereby transfer and convey unto TOM G. COLEMAN, JR., TRUSTEE, his successors and assigns, the real estate hereinbefore described, together with all the improvements, including fixtures, now or hereafter located on the property, and all easements, rights, appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

GRANTEE further covenants and binds herself, her heirs, assigns and representatives, to warrant and defend the title to said property to the said TOM G. COLEMAN, JR., TRUSTEE and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

GRANTEE further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, to keep the improvements on said property in 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 this Installment Deed Lien or the terms thereof, or to 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 indebtedness, shall bear interest at the highest contract rate allowed by law from the date of payment and shall be and become a part of the indebtedness secured hereby.

FOREBEARANCE by Trustee or the lawful owner or holder of the indebtedness secured herein, in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law, shall not be a waiver of, or preclude the subsequent exercise of any such right or remedy. The receipt by Trustee or the lawful holder and owner of said indebtedness of any past due installments under said indebtedness or any other late payments of the indebtedness shall not deprive Trustee or the lawful holder and owner of said indebtedness of the right to accelerate the maturity of the indebtedness or of any right of enforcement existing pursuant to the terms of this instrument. The procurement of insurance or the payment of taxes or other liens or charges by Trustee or the lawful holder and owner of said indebtedness shall not be a waiver of the right provided herein to accelerate the maturity of the indebtedness because of default hereunder.

Every right and remedy provided in this Installment Deed is distinct from and cumulative to every other right or remedy under this Installment Deed or afforded by law or equity. Every such right or remedy may be exercised concurrently, independently, or successively.

The Covenants and agreements herein contained and the rights arising hereunder shall inure to the benefit of the respective successors and assigns of Trustee and the lawful holder and owner of the indebtedness secured hereunder and shall be binding upon the respective successors and assigns of Grantee.

In the Event that any provision or clause of this Installment Deed or said indebtedness conflicts with any applicable law, the other provisions of this Installment Deed and said indebtedness shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of the Installment Deed and said indebtedness are declared to be severable.

GRANTEE expressly agrees that the Trustee, or his successors, may execute the power of sale granted herein and the other powers and rights set forth herein without giving bond or taking oath. The Trustee shall not be liable to Grantee for any acts or omissions to act in the execution of his powers hereunder, except for such acts or omissions as constitute gross negligence or willful misconduct. Except in such instances of gross negligence or willful misconduct, neither the Trustee nor the lawful owner and holder of said indebtedness shall be obligated to provide an accounting of any funds received or disbursed in connection with the payment of the indebtedness or the administration and enforcement of equitable and statutory rights of redemption, exemption, or homestead, all rights arising by virtue of marriage, and all other similar exemptions and rights arising under or created by an applicable statute or judicial decision.

THE TERMS OF this Installment Deed Lien may be modified in whole or in part only by a written instrument signed by Grantee, Trustee and the lawful holder and owner of said indebtedness, and recorded in the Register's Office of the county in which this Installment Deed is recorded. Any oral

agreement to modify this instrument shall be void and of no force and effect.

OE, 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 insurable interest until the note(s) herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to the lawful owner and holder of the note or notes or to said Trustee, his successors and assigns, for the benefit of the lawful owner and holder of said note or notes, as his interest may appear. If at any time, Grantee fails to keep the property herein described properly insured, the Trustee, his successors and assigns, or the holder of the note or notes herein secured may obtain fire insurance on said property and charge such sums to the balance of the note(s) herein secured.

NOW, IF THE Grantee (a) shall pay the indebtedness when due, according to its terms, (b) shall pay promptly all taxes, assessments, and other charges against the property when due, (c) shall keep up repairs, (d) shall keep the property insured as provided herein, (e) shall pay any and all other sums when due, as herein provided, and (f) shall otherwise perform all of the covenants and conditions contained herein, then this trust conveyance shall be of no further force or effect. In such case, the lawful holder and owner of said indebtedness shall execute and have recorded a Release of this Installment Deed Lien. Otherwise this trust conveyance shall remain in full force and effect, and, at the option of the lawful owner and holder of the indebtedness, all remaining unpaid indebtedness and all installments thereof, shall be due and payable at once, without notice, upon any of the following events of default:

a. Failure to pay said indebtedness, and all installments when due according to its terms;

b. Breach of any covenant or agreement contained in this Installment Deed, and not related to payment of said indebtedness, which breach is not cured within fifteen (15) days after written notice of such breach has been given to Grantee, and additionally, within any further period of time to cure which is actually given by the lawful holder and owner of said indebtedness provided Grantee commences its efforts to cure such default as soon as reasonably possible after notice;

c. If any obligor of the indebtedness secured hereunder makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition for reorganization under the bankruptcy laws, or if a petition in bankruptcy is filed against any obligor; or if a receiver or trustee is appointed for all or any part of the property and assets of any obligor.

IN EVENT of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named Trustee shall be vested in said successor.

IN ANY EVENT of default as set forth above, the lawful owner and holder of said indebtedness shall have the right to pursue all remedies available to them hereunder, at law or in equity. In addition, in the event of default, Trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, of general circulation, published in the county wherein the property is located, to sell the property, or any part thereof, at the front door of

the Courthouse in said county to the highest bidder for cash, at public outcry, free from all legal rights of redemption, exemptions of homestead, dower, elective share, rights by virtue of marriage, and all other exemptions of every kind, all of which are expressly waived; the statutory right of redemption under Tennessee Code Annotated 66-8-101 has been further authorized and empowered to execute and deliver a deed to the purchasers at such sale. The lawful holder and owner of said indebtedness may bid at any such sale. The purchasers at such sale shall be entitled to immediate possession of the property upon the delivery to purchasers by Trustee of a deed for the property. Prior to such sale, Trustee may enter and take possession of the property, in which case Trustee shall be accountable only for rents actually received by Trustee. In the event of sale hereunder, the proceeds will be applied by Trustee as follows:

FIRST - to pay all costs and charges of executing this trust, including attorneys' fees, Trustee's fees and expenses of any litigation which may arise on account of the execution and enforcement of this trust;

SECOND - to the payment of all land taxes which may be unpaid on said premises;

THIRD - to pay the indebtedness, or any balance thereof then remaining unpaid;

FOURTH - the remainder to be paid to such parties as are legally entitled to it.

IN THE EVENT of a sale of said property under and by virtue of this trust, Grantee and all persons holding under Grantee shall be and become tenants at will of the purchaser of the property from and after the execution and delivery of a deed to the purchaser, and shall pay the purchaser the reasonable rental value of the property after the sale. Said tenancy shall be terminated at the option of purchaser upon five (5) days' written notice.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, we, the said GRANTOR and GRANTEE, hereunto set our hands at Brentwood, Tennessee, this the 6 day of October, 1988.

Harold D. Mitchell
HAROLD D. MITCHELL

Patsy Mitchell
PATSY MITCHELL

Donna H. Tisdale
DONNA H. TISDALE

Billy J. Tisdale
BILLY J. TISDALE

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $165,000.00.

Billy J. Tisdale
AFFIANT

Subscribed and sworn to before me, this the 6th day of October, 1988.

NOTARY PUBLIC

My commission expires: 9-22-92.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Harold D. Mitchell and wife, Patsy Mitchell and Donna H. Tisdale and husband, Billy J. Tisdale, 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 Brentwood, Tennessee, on this 6th day of October, 1988.

NOTARY PUBLIC

My commission expires: 9-22-92.

This instrument was prepared by:
Tom G. Coleman, Jr., Attorney
COLEMAN REAL ESTATE CLOSING SERVICE, INC.
9000 East Church St.
Brentwood, TN 37027

EXHIBIT "A"

TRACT I:
Land in the 2nd Civil District of Davidson County, Tennessee, described according to survey of James L. Terry & Associates, dated 1/15/88, as follows:
Being a 13.81, more or less, acre tract of land lying in the 2nd Civil District of Davidson County, Tennessee. Said tract further described as being a portion of the First Suburban Water Utility District property as of record in Book 4699, Page 617, Register's Office of Davidson County, Tennessee.
Beginning at a point lying on the southerly margin of Leesa Ann Drive at the westerly corner of Hidden Hill Subdivision as of record in Book 4860, Page 43, Register's Office of Davidson County, Tennessee; thence leaving the said margin of Leesa Ann Drive and running with the southerly margin of the said Hidden Hill Subdivision South 76 degrees 40' East a distance of 1065.14 feet to an existing iron rod lying on the westerly line of Eva Richardson property; thence leaving Hidden Hill Subdivision and running with the said line of Richardson as follows: South 2 degrees 54' 45" West a distance of 338.22 feet to an existing iron rod; thence South 72 degrees 37' 46" West a distance of 69.16 feet to a point; thence South 75 degrees 20' 15" West a distance of 140.28 feet to a point; thence South 70 degrees 39' 42" West a distance of 78.13 feet to an existing iron rod; thence South 65 degrees 10' 48" West a distance of 47.21 feet to a point; thence South 27 degrees 45' 51" West a distance of 156.68 feet to the centerline of Stoner Creek and the northerly line of Harold Caldwell as of record in Book 1761, Page 614, Register's Office of Davidson County, Tennessee; thence leaving the said Richardson property and running with the centerline of Stoner Creek and the northerly line of Caldwell as follows: North 34 degrees 44' 42" West a distance of 47.80 feet to a point; thence North 24 degrees 33' 37" West a distance of 65.41 feet to a point; thence North 45 degrees 14' 20" West a distance of 64.01 feet to a point; thence North 75 degrees 43' 24" West a distance of 24.65 feet to a point lying on the westerly line of the O. P. Bradley property as of record in Book 5546, Page 729, Register's Office of Davidson County, Tennessee; thence leaving the said creek and Caldwell property and running with the property line of O. P. Bradley as follows: North 12 degrees 36' 47" East a distance of 19.89 feet to a point; thence North 77 degrees 17' 18" West a distance of 295.62 feet to a point; thence North 82 degrees 51' 59" West a distance of 71.48 feet to a point; thence North 80 degrees 04' 05" West a distance of 152.67 feet to a point; North 49 degrees 37' 16" West a distance of 207.95 feet to a point; thence running with the said property of Bradley and the easterly line of the Bradley property as of record in Book 7413, Page 813, Register's Office of Davidson County, Tennessee, North 3 degrees 19' 07" East a distance of 421.87 feet to a point lying on the southerly margin of Leesa Ann Drive; thence leaving the said Bradley property and running with the said margin of Leesa Ann Drive South 89 degrees 20' 25" East a distance of 135.15 feet to the point of beginning.

INCLUDED IN THE ABOVE DESCRIBED TRACT BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE IS THE FOLLOWING DESCRIBED TRACT:
Beginning at a point lying on the southerly line of Hidden Hill as of record in Bock 4860, Page 43, Register's Office of Davidson County, Tennessee, said point being further described as the southwest corner of Lot 1 on the said plan of Hidden Hill; thence running with the said line of Hidden Hill and Lot 1, South 76 degrees 40' East a distance of 130.00 feet to the southeast corner of said Lot 1; thence leaving the said line of Hidden Hill and Lot 1, South 83 degrees 31' 26" West a distance of 113.14 feet to a point; thence North 18 degrees 14' West a distance of 45.00 feet to the point of beginning, containing 2492 square feet.

EXHIBIT "A" continued

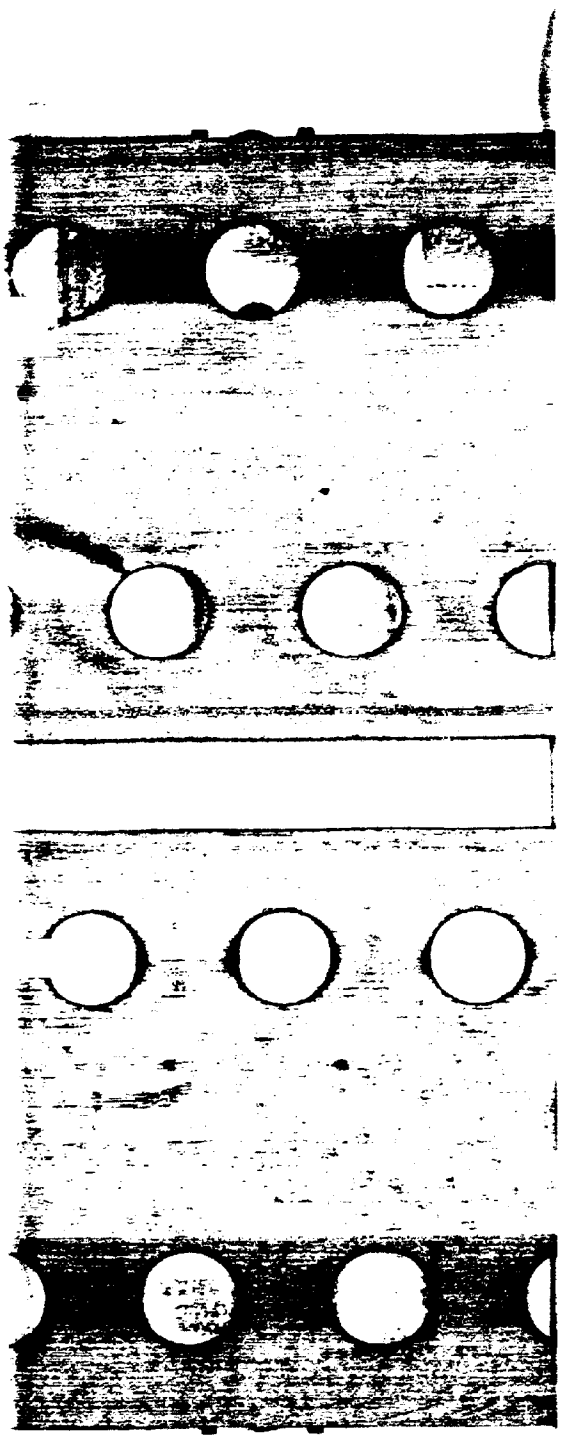
TRACT II:
Being a 1597 square foot portion of the reserved parcel on the Plan of Hidden Hill as of record in Book 4860, Page 43, Register's office of Davidson County, Tennessee. Beginning at a point lying on the southerly margin of Leesa Ann Drive at the most westerly corner of the reserved parcel on the Plan of Hidden Hill as of record in Book 4860, Page 43, Register's Office of Davidson County, Tennessee; thence running with the margin of Leesa Ann Drive, South 89 degrees 20' 25" East a distance of 11.04 feet to the beginning of a curve; thence around said curve, having a radius of 605.19 feet, to the left a distance of 90.32 feet to a point; thence leaving the said margin of Leesa Ann Drive, South 10 degrees 02' 18" East a distance of 34.80 feet to a point lying on the southerly line of the said Hidden Hill; thence running with the southerly line of Hidden Hill, North 76 degrees 40' West a distance of 109.85 feet to the point of beginning.

** The maker of the note herein secured shall have 30 days grace period in which to pay the current monthly installments of interest or any principal payment before becoming delinquent.

75038

IDENTIFICATION

OCT 11 10 20 AM '88



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7674 PAGE 338

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
			CAMT	
				165000.00
			MAMT	
				162000.00
			CON TX	544.50
			MOR TX	184.00
			PRFEE	0.50
			WDEED	24.00
			TOTAL	753.00
			BANK	753.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/11/88 01 10:23 0001 5645

75038

IDENTIFICATION

OCT 11 10 20 AM '88

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY

No. 142455