BOOK 7746 PAGE 996
INSTALLMENT DEED

RUSH

IX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

9.98.53

THIS INSTRUMENT WAS PREPARED BY		
Harold E. Collins, Attorney, 4800 Charlotte Avenue, Nashville, TN 37209		
NAME	ADDRESS	
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Michael F. Perkerson, et ux	Same	Map 89
(NAME)	(NAME)	
P. O. Box 101013		Parc. 17 Is
(ADDRESS)	(ADDRESS)	
Nashville, TN 37210		8D-22200
(CITY) (STATE) (P.O.ZIP)	(CITY)(STATE)(ZIP)	

FOR AND IN CONSIDERATION OF the sum of TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($230,000.00) of which $130,000.00 has been paid in cash by Buyers to Sellers, the receipt for all of which is hereby acknowledged and for the remainder the Sellers for this date have executed their joint Promissory Note in the principal amount of $100,000.00 payable to E.W. Upchurch and wife, Annie L. Upchurch, payable in 180 monthly installments $1,105.40 each which includes interest at the rate of 10.5% per annum with the first payment due the 8th day of February, 1989 and a like payment on the same day of each succeeding month thereafter until paid in full. Said notes are to be applied first to interest and the remainder. Privilege is reserved of paying any number of said payments or this note may be paid in full on any paying date, without penalty, and this note provides 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, Edward.W. Upchurch & wife, Annie L. Upchurch, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto Michael F. Perkerson & wife, Dawn Perkerson, hereinafter called Grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 8th, formerly the 12th, Civil District of Davidson County, Tennessee, described according to a survey made by George W. Watkins, Surveyor, July 17, 1952, as follows:

Beginning at the southeast corner of the property conveyed to Granville L. Barnes and wife, by deed from W.L. King and wife, of record in Book 1449, Page 306, Register's Office for said County, said point being 676 feet easterly from the center of New River Road; thence with the eastern boundary line of said Barnes property north 28 degrees east 614 feet to a 16 inch elm, north 4 degrees west 148 feet to a hickory, north 16 degrees 30 minutes west 323 feet to a 36 inch beech, Barnes northeast corner, said point being in the southern boundary line of the Rucker Farm, now Sircy; thence with the southern boundary line of said Farm south 84-1/4 degrees east 204 feet to a hickory south 85-1/2 degrees east 136 feet to a cherry; thence continuing eastwardly with said line 250 feet to a hickory, south 81 degrees east 336 feet to a mulberry, south 85 degrees east 564 feet, north 56 degrees east 73 feet, north 37 degrees 323 feet to a sycamore, north 7 degrees west 203 feet and north 66 degrees east 213 feet to the low water mark of the Cumberland River; thence with the low water mark of said river south 31 degrees east 1,128 feet; thence south 77-3/4 degrees west 623 feet; thence south 15-1/2 degrees west 1,023 feet; thence south 7-1/2 degrees 198 feet to a point in the northern boundary line of the property owned by the O'Brien Heirs; thence with said line south 64 degrees 30 minutes west 2,013 feet; thence south 46 degrees 30 minutes east 333 feet; thence south 23 degrees 200 feet; thence north 62 degrees 45 minutes west 303.5 feet; thence north 56 degrees west 247.5 feet; thence north 54 degrees west 263 feet; thence north 58 degrees 45 minutes west 219 feet to a stone; thence north 31 degrees 45 minutes east 236 feet to an iron pin in willow clump; thence north 38 degrees 15 minutes west 218 feet to an 8 inch sycamore; thence north 1 degree 30 minutes east 210 feet to a 24 inch ash; thence north 23 degrees east 1,195 feet, more or less, to the beginning containing 134.8 acres, more or less.

Being part of the property conveyed to Edward W. Upchurch and wife, Annie L. Upchurch by deed from Canada L. Brindly of record in Book 2276, Page 395, Register's Office for Davidson County, Tennessee.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY BUT EXCLUDED THEREFROM IS THAT PORTION OF THE PROPERTY CONVEYED TO KYLE M. BARNES AND WIFE, MARY V. BARNES BY DEED FROM EDWARD W. UPCHURCH AND WIFE, ANNIE L. UPCHURCH OF RECORD IN BOOK 3832, PAGE 630, SAID REGISTER'S OFFICE, DESCRIBED AS FOLLOWS:

Land in the 8th Civil District of said County and State, described according to a survey made by Richard B. Omohundro, Surveyor, April 27, 1963, as follows:

Beginning at a hickory south 16 degrees 30 minutes east 323 feet from a 36 inch beech at the northwest corner of the property conveyed to Edward W. Upchurch and wife, by deed from Canada L. Brindly, of record in Book 2276, Page 395, Register's Office for said County, being also the northeast corner of the Granville L. Barnes property; thence south 87 degrees 15 minutes east 159.5 feet to an iron pin; thence south 4 degrees 50 minutes west 220 feet, more or less, to an 18 inch oak; thence south 23 degrees west 220 feet, more or less, to an 10 inch maple; thence north 78 degrees 45 minutes west 193.5 feet to an iron pin; thence north 28 degrees east 262.8 feet to a 16 inch elm; thence north 4 degrees west 148 feet to the beginning, containing 1.6 acres, more or less.

Improved Property	7431	River Road Pike	Nashville,	TN	37209
	(House Number)	(Street)	(City)	(State)	(Zip)

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 the same is unencumbered.

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 better and more effectually securing the payment of said lien 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 H.E. Collins, 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 $100,000.00 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 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 elective rights, 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, 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 advise 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 grantees 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 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 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 6TH day of JANUARY, 1989.

Michael F. Perkerson
MICHAEL F. PERKERSON

Edward W. Upchurch
EDWARD W. UPCHURCH

Dawn Perkerson
DAWN PERKERSON

Annie L. Upchurch
ANNIE L. UPCHURCH

[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON) The actual consideration or value whichever is
[greater, for this transfer is: $230,000.00
[Subscribed and sworn to before me, this the 6TH day of
[JANUARY, 1989.
[
[Michael F. Perkerson
[Affiant
[My commission expires: 3-11-90
[(Affix Seal)
[Harold E Collier 4336 01/09 0101 03CHECK 881.20
[NOTARY PUBLIC
[

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

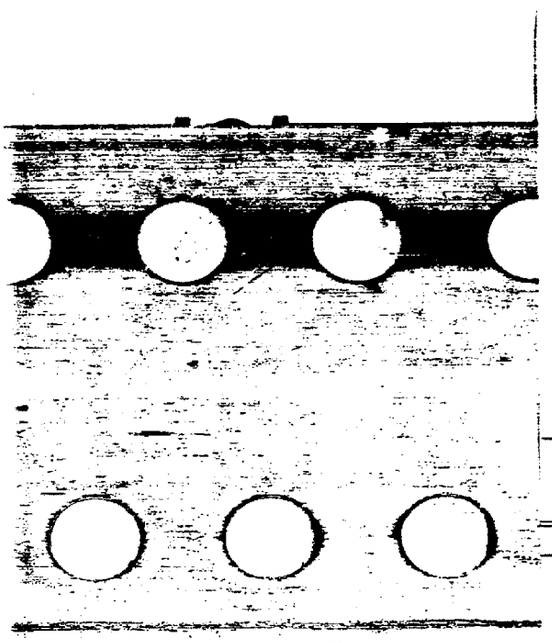
"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $100,000.00."

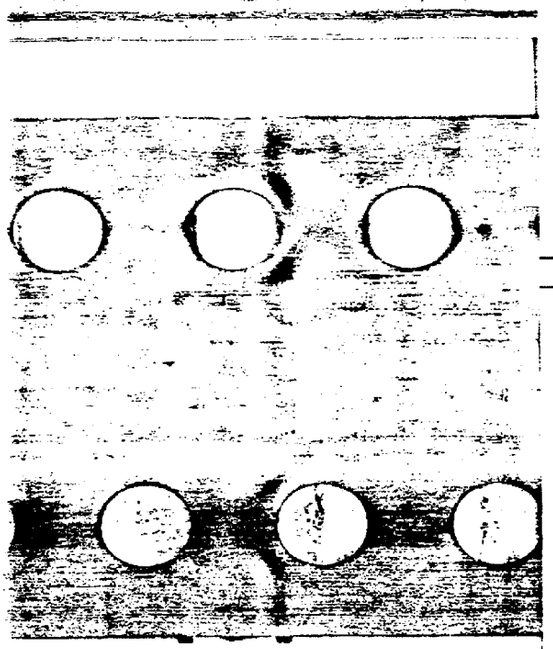
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Michael F. Perkerson & wife, Dawn Perkerson, Edward W. Upchurch and Annie L. Upchurch, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory 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 6TH day of JANUARY, 1989.

Harold E Collier
NOTARY PUBLIC

My commission expires: 3-11-90





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

RECEIVED OF _____

FOR _____

BOOK 7746 PAGE 999

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

CAMT	230000.00
MAMT	100000.00
CON TX	759.00
MOR TX	112.70
PRFEE	0.50
MDEED	9.00
TOTAL	881.20
CHECK	881.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01-07-89 01 09:13 0001 4336

99853.

IDENTIFICATION REFERENCE

Jan 9 9 16 AM '89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 171014