The property herein conveyed is not the home place of either of the Grantors.
The Maximum principal indebtedness for Tenn. Recording Tax purposes is $13,900.00

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

JAMES I. CALDWELL, III and

DAVID R. WADE, III

TO

MABLE E. CLARK

For draftsman's use

Prepared by:

Richard R. Hedgepath, Attorney
4800 Charlotte Avenue
Nashville, Tennessee 37209

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mable E. Clark (NAME)	SAME (NAME)	P/O 22-193
300 Edith Ave (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	22-194 cs
Nashville Tenn. 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

0 4 4 1 5

JAN 27 10 41 AM '89

REGISTER

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 14,000.00 Mable E. Clark
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF January, 19 89

Notary Public

MY COMMISSION EXPIRES: 11-12-89

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fourteen Thousand and NO/100 ($14,000.00) **DOLLARS**

of which $ 100.00 **has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees** has executed her two (2) joint promissory notes of even date herewith. Note "A" in the principal sum of $11,900.00 payable to grantors per terms of Note "A" and Note "B" payable to David R. Wade III, the principal sum of $2,000.00 payable per terms of Note "B"

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,

We, James I. Caldwell, III and David R. Wade, III

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Mable E. Clark

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

SEE ATTACHED EXHIBIT "1"

REGISTER'S MEMO
THIS DOCUMENT IS OF POOR TYPING OR PRINTING IN SATISFACTORY FOR PHOTOGRAPHIC RECORDATION

unimproved (X)
This is improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 unencumbered.

We further covenant and bind ourselves, our heirs and represenatives, 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 R.R. Hedgepath 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 $ _____ 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 expresly 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 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 12th day of January 19 89.

David R. Wade, III

James I. Caldwell, III

Mable E. Clark

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 David R. Wade, III James I. Caldwell, III and Mable E. Clark 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 24 day of January, 19 89.

Joyce Jordan Notary Public

JORDAN NOTARY PUBLIC TENN DAVIDSON

Commission expires 11-12-89

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, (or proved to me on the basis of satisfactory evidence), 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 _____

9838 01/27 0101 03CHECK 69.39

DAVID WADE
5.86 ACRES

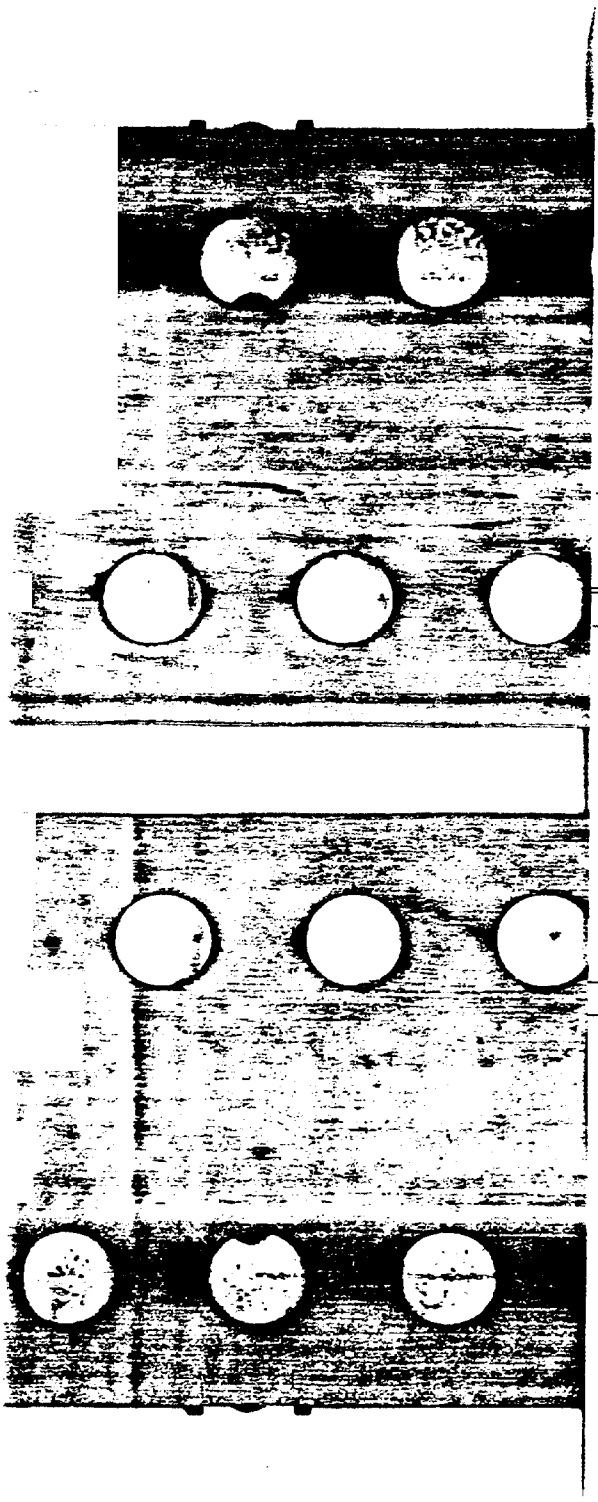
BEING A TRACT OF LAND SHOWN ON PROPERTY MAP 22, ASSESSOR'S OFFICE, BOUNDED IN GENERAL BY HARRIETT GUPTON ON THE EAST, HERMAN DUFFIE ON THE NORTH, TRACTS 29 AND 28b OF THE DAVID WADE DIVISION ON THE WEST, AND TRACT 27 OF SAID DIVISION ON THE SOUTH, AND LYING OFF THE NORTH SIDE OF BEAR HOLLOW ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN ON THE NORTH SIDE OF BEAR HOLLOW ROAD, SAID PIN BEING HARRIETT GUPTON'S SOUTHWEST CORNER (REF. DEED BOOK 2443 PAGE 557, R.O.D.C.) AND THE SOUTHEAST CORNER OF TRACT 30 OF THE DAVID WADE DIVISION; THENCE LEAVING SAID ROAD AND WITH GUPTON'S WEST LINE AND THE EAST LINE OF TRACTS 30 AND 27 OF SAID DIVISION N 25 deg. 21 min. 57 sec. W, PASSING AN EXISTING IRON PIN AT 318.84 ft., IN ALL 670.03 ft. TO AN EXISTING IRON PIN, THE NORTHEAST CORNER OF TRACT 27, AND THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT:

THENCE LEAVING GUPTON AND THIS TRUE POINT OF BEGINNING, AND WITH THE NORTH LINE OF TRACT 27 S 76 deg. 18 min. 20 sec. W, CROSSING A DRAIN, IN ALL 491.68 ft. TO AN EXISTING IRON PIN, THE SOUTHEAST CORNER OF TRACT 28b OF SAID DIVISION; THENCE LEAVING TRACT 27 AND WITH THE REVISED EAST LINE OF TRACT 28b N 16 deg. 27 min. 57 sec. W, 219.08 ft. TO AN IRON PIN IN A RIDGE ROAD; THENCE WITH SAID ROAD N 66 deg. 32 min. 21 sec. E 135.33 ft. TO AN IRON PIN; THENCE N 14 deg. 29 min. 25 sec. E, PASSING AN IRON PIN, THE COMMON CORNER OF TRACT 28b AND TRACT 29 AT 18.13 ft., IN ALL 147.13 ft. TO AN IRON PIN; THENCE CONTINUING WITH THE REVISED LINE OF TRACT 29 N 28 deg. 03 min. 39 sec. W 182.99 ft. TO AN IRON PIN IN HERMAN DUFFIE'S SOUTH LINE (REF. DEED BOOK 6265 PAGE 74, R.O.D.C.), SAID PIN BEING THE NORTHEAST CORNER OF TRACT 29; THENCE LEAVING TRACT 29 AND THE RIDGE ROAD, AND WITH DUFFIE'S SOUTH LINE S 88 deg. 45 min. 26 sec. E 334.18 ft. TO AN EXISTING IRON PIN IN HARRIETT GUPTON'S WEST LINE, SAID PIN BEING DUFFIE'S SOUTHEAST CORNER; THENCE LEAVING DUFFIE AND WITH GUPTON S 25 deg. 21 min. 57 sec. E, PASSING A REFERENCE IRON PIN AT 612.99 ft., IN ALL 616.42 ft. TO THE TRUE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS, AND BEING PART OF DEED BOOK 7645 PAGE 445, AND PART OF DEED BOOK 7663 PAGE 61, REGISTER'S OFFICE, ACCORDING TO A SURVEY BY RANDOLPH L. CHAPDELAINE DATED 12/[illegible]/88.

Being part of the same property conveyed to David R. Wade, III & James I. Caldwell, III by deed from Tim Mathews & wife, Deborah Mathews in Book 7645, Page 445 and to David R. Wade, III and James I. Caldwell, III by Trustee's Deed, Willialm G. Wilkinson, Trustee of record in Book 7663, Page 61, Register's Office of Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.



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

RECEIVED OF _____

FOR _____

BOOK 7759 PAGE 680

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	14000.00
			MAMT	13900.00
			CON TX	46.20
			MOR TX	13.69
			PRFEE	0.50
			WDEED	9.00
			TOTAL	69.39
			CHECK	69.39
01/27/89	01		10:45 0001	9838

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04475.

IDENTIFICATION

JAN 27 10 41 AM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 176444