Bay F 28

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

BESS DIES CLEMENT

TO

E. W. WILKERSON AND HARRY D. BASS

For draftsman's use

This instrument prepared by
Nella Schneider Hunt, Attorney
222 Third Avenue, North
Nashville, TN 37201

BOOK 7832 PAGE 59

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
E.W.WILKERSON & HARRY D. BASS (NAME)	New Owner (NAME)	85-04-26
4811 Lebanon Road (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	
Hermitage, TN 37076 (CITY) (STATE) (P. O. ZIP)	same (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

2946

THE STATE OF TENNESSEE
May 3 12 43 PM '89
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100.000. Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 3rd DAY OF May 1989

Notary Public

MY COMMISSION EXPIRES: May 13 1990

(AFFIX SEAL)

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 75,000.00"

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED THOUSAND AND No/100 ($100,000.00) DOLLARS

of which $ 25,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one note of even date herewith in the original principal amount of $75,000.00, payable to the order of Bess Dies Clement in 20 Quarterly installments of $3,750.00 each, the first of which is due and payable on the 3rd day of August, 1989, and thereafter a like amount on the 3rd day of each succeeding November, February, May and August; the last installment in the amount of $3,750.00 becoming due and payable on the 3rd day of May, 1994. The installments bear interest at the rate of 11-3/4% per annum, to be computed on the unpaid principal balance from time to time and to become due and payable on each and every payment date.

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,

BESS DIES CLEMENT, UNMARRIED

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

E. W. WILKERSON AND HARRY D. BASS

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

Land in Davidson County, Tennessee, being Lot No. 6 on the Plan of Section I, Stones River Estates, of record in Book 2900, page 139, Register's Office for said County.

Said Lot No. 6 fronts 125.03 feet on the easterly side of Hickory Hill Lane and extends back 361.34 feet on the northerly line and 272.77 feet on the southerly line to a dead line in the rear on which it measures 197.79 feet.

Being the same property conveyed to Baxter G. Phillips and wife, Ruth Dies Phillips, by deed from R. V. Jennings and wife, Virene B. Jennings of record in Book 3879, page 492, said Register's Office. The said Baxter G. Phillips and wife, Ruth Dies Phillips both having died. Baxter G. Phillips predeceased Ruth Dies Phillips and property devised to Bess Dies Clement by Will of Ruth Dies Phillips, of record in Will Book 149, page 233, Probate Court Clerk's Office for said County.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. The Plan of record in Book 2900, page 139, said Register's Office, which shows an Owner's Certificate, certain setback lines and easements, to which plan reference is made.

This is unimproved ( ) 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 William D. Castleman 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 $ insurable value 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 3rd day of May 19 89

E. W. Wilkerson
E. W. WILKERSON

Harry D. Bass
HARRY D. BASS

Bess Dies Clement
BESS DIES CLEMENT
By: James T. Clement
James T. Clement, Atty-in-Fact

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 E. W. Wilkerson and Harry D. Bass

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 3rd day of May, 19 89.

Jo Ann Smith Notary Public

Commission expires March 11, 1991

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

2575 05/03 0101 03CHECK 420.45

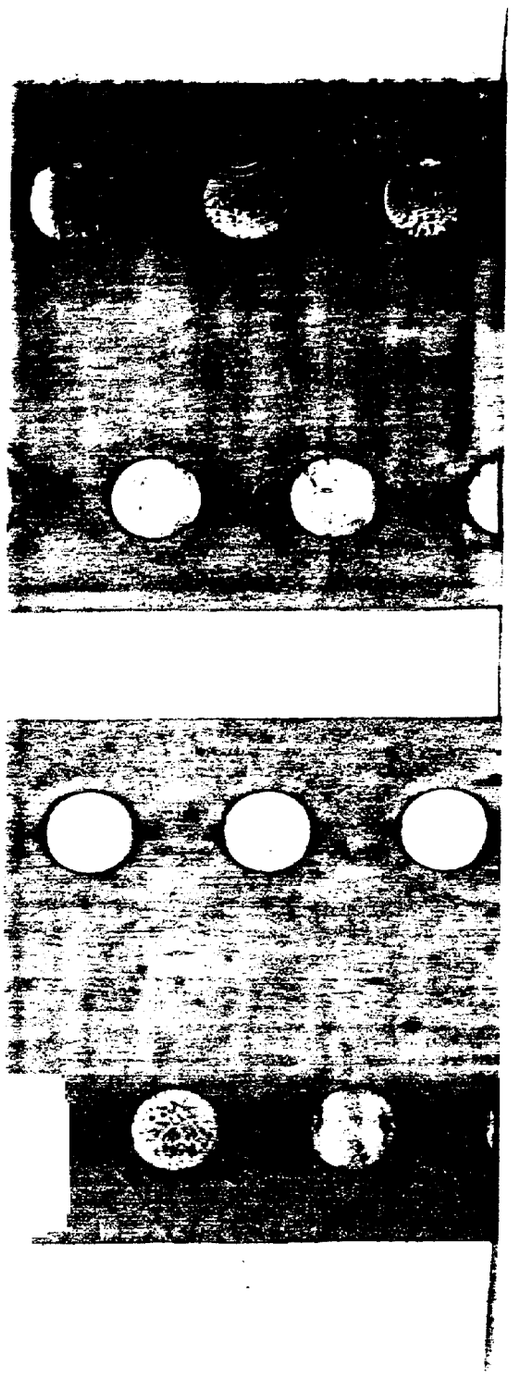
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 3rd day of May, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James T. Clement to me known to be the person who executed the foregoing instrument on behalf of Bess Dies Clement, and acknowledged that he executed the same as the free act and deed of the said Bess Dies Clement.

Witness my hand and seal at Nashville, Tennessee, this the 3rd day of May, 1989.

Jo Ann Smith
Notary Public

My Commission expires: March 11, 1991



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

RECEIVED OF _____

FOR _____

BOOK 7832 PAGE 61

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 100000.00
MAMT 75000.00
CON TX 330.00
MOR TX 83.95
PRFEE 0.50
MISCED 6.00
TOTAL 420.45
CHECK 420.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/03/89 01 12:44 0001 2575

29946

IDENTIFICATION REFERENCE

MAY 3 12 43 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 206056