INSTALLMENT DEED

BOOK 8276 PAGE 940

For and in Consideration of the sum of Twenty Three Thousands ($23,000.00) and No/100 ********** Dollars, of which One Thousand ($1,000.00) and No/100 ********** Dollars, has been paid in cash by William G. Wallis and Billie W. Rickles the receipt of which is hereby acknowledged, and for the remainder Twenty Two Thousands ($22,000.00) and No/100 ********** Dollars, the said William G. Wallis and Billie W. Rickles have executed an Installment Deed Note, payable to the order of John H. Shute, Jr. and or Della R. Shute in the principal amount of $22,000.00. Said note is payable in 84 equal monthly installment of $365.23 per month beginning February 1, 1991 and thereafter a like payment on the first day of each succeeding month until paid in full. Said note bears interest at the rate of Ten (10%) per cent per annum and is included in said payments. A late charge of Twenty Five Dollars ($25.00) will be due and payable on monthly payments made more than 15 days late. Said note may not be paid off prior to February 1, 1996, without written consent of the holder.

Maximum Principal indebtedness for Tennessee recording Tax Purposes is $22,000.00.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed,

John H. Shute, Jr. and wife Della R. Shute

have this day bargained and sold, and do hereby transfer and convey unto the said William G. Wallis and Billie W. Rickles, their heirs and assigns,

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

Tract 1

Being Lot No. 87 on the Plan of Hortense Place, as of record in Book 161, Page 167, Register's Office for Davidson County, Tennessee.

Said Lot No. 87 fronts 50 feet on the westerly side of 33rd Ave. No. and extend back between parallel lines 140 feet to an alley.

Being the same property conveyed to John H. Shute, Jr., and wife Della R. Shute by deed from Nathan D. Weise and Sol B. Weise of record in Book 4935, page 507, said Register's Office.

Tract 11

Being Lot No. 88 on the Plan of Hortense Place, as of record in Book 161, Page 167, said Register's Office.

Said Lot No. 88 fronts 50 feet on the westerly side of 33rd Ave. No. formerly Baron Street, and extends back between parallel lines 140 feet to an alley.

Being the same property conveyed to John H. Shute, Jr., and wife Della R. Shute by deed from Mattie Mai Weise of record in Book 4932, page 480, said Register's Office.

This property is not the homeplace of any of the parties hereto.

This is unimproved ( ) improved ( ) property, known as 307 and 309 33rd Ave. No. (House Number) (Street) Nashville, Tn. 37209 P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William G. Wallis and Billie W. Rickles 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. except 1991 taxes which are to paid by buyers.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said William G. Wallis and Billie W. Rickles, 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 William G. Wallis and Billie W. Rickles do hereby transfer and convey unto Carlton M. Petway, Sr., 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 William G. Wallis and Billie W. Rickles 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 the 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 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 William G. Wallis and Billie W. Rickles 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 trust 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 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 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 William G. Wallis, and Billie W. Rickles 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 Carlton M. Petway, Sr., Trustee, shall be vested in said successor.

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 John H. Shute, Jr., and wife Della R. Shute, and William G. Wallis and Billie W. Rickles hereunto set our hands at Nashville, Tennessee, this the 15 day of January 1991.

John H. Shute, Jr.
Della R. Shute
Billie W. Rickles
William G. Wallis

STATE OF TENNESSEE

Davidson County

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, the within named John H. Shute, Jr. and wife Della R. Shute, William G. Wallis and Billie W. Rickles

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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 15 day of January, 1991

Dewey W. Pedigo, Notary Public

Commission Expires July 23, 1994

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for 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 himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

_____,

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

BOOK 8276 PAGE 943

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for 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 himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

86659

IDENTIF. REFERENCE

JAN 16 3 28 PM '91

DAVIDSON COUNTY, TN.

INSTALLMENT DEED

FROM
John H. Shute, Jr. and wife
Della R. Shute

TO
William G. Wallis and
Billie W. Rickles

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

6127 01/16 0101 03CHECK 111.90

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William G. Wallis & Billie W. Rickles	Same (NAME)	Map 92-13
1007 Murfreesbor Road, Suite 123 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 356
Nashville, Tn. 37217 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Par. 357

THIS INSTRUMENT WAS PREPARED BY

Dewey W. Pedigo , Attorney
3204 Freno Lane
Nashville, Tennessee 37214

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

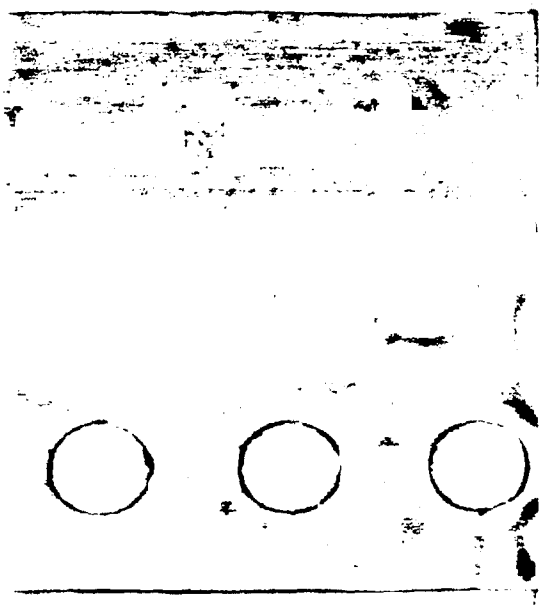
$ 23,000.00 William G. Wallis
Affiant

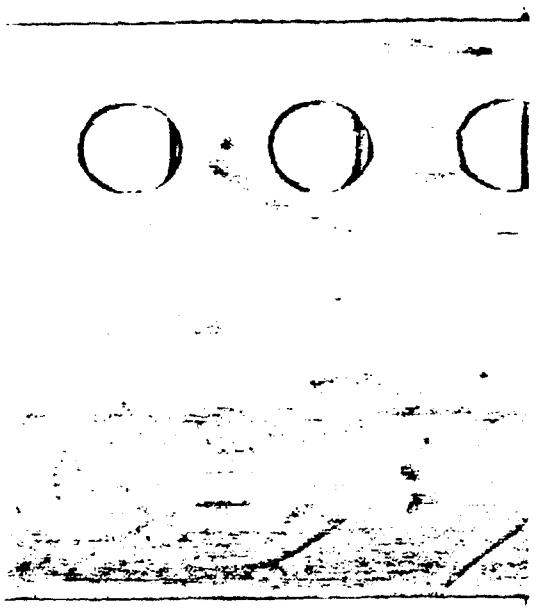
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15 DAY OF January 19 91

Dewey W Pedigo
Notary Public

MY COMMISSION EXPIRES: 7-23-94

(AFFIX SEAL)





OFFICIAL RECEIPT

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

RECEIVED OF ~~5120 01/16 0101 03CHECK 68.31~~

FOR

BOOK 8276 PAGE 944

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

MAMT 23000.00
MAMT 22000.00
CON TX 7.59
MOR TX 23.00
PRFEE 1.00
WDEED 12.00
~~TOTAL 43.59~~
~~CHECK 43.59~~

01/16/91 01 14:35 0001 6127

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

86659

IDENTIF. TREFERENCE

JAN 16 2 36 PM '91

FELIX Z. WILSON II
DAVIDSON COUNTY TN.

VOID
MAMT 23000.00-
CAMT 23000.00
VOID
CON TX 7.59-
~~CON TX 7.59~~
~~TOTAL 68.31~~
~~CHECK 68.31~~

No. 389985

01/16/91 01 14:36 0001 6128

TOTAL $ 111.90