BOOK 8480 PAGE 552

This Instrument Prepared By:
THOMAS I. BOTTORFF
One Maryland Farms, Suite 102
Brentwood, Tennessee 37027
(615) 371-0800

INSTALLMENT DEED

Address New Owner:	Send Tax Bills to:	Map/Parcel:
John L. Walker JoAnn Walker Greer 362 Elysian Fields Rd. Nashville, TN 37211	Owner	133-15-148

Maximum indebtedness for Tennessee recording tax purposes is $65,000.00.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $90,000.00.

Affiant

My Commission Expires: 10-5-93

Notary Public

****

FOR AND IN CONSIDERATION of the sum of Ninety Thousand Dollars ($90,000.00) of which Twenty-Five Thousand Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining Sixty-Five Thousand Dollars, JOHN L. WALKER AND JO ANN WALKER GREER, (hereinafter Grantees), have executed an Installment Deed Note payable to HORRELL PROPERTIES, INC., (hereinafter Grantor), in said amount of even date herewith, due and payable according to its terms and assumable only upon permission of the holder thereof; and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, and, therefore, HORRELL PROPERTIES, INC. have this day bargained and sold, and do hereby transfer and convey unto the said JOHN L. WALKER AND JO ANN WALKER GREER, as tenants in common, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

> Lot No. 2 on the Plan of Elysian Center, Section 2, of record in Plat Book 8250, page 58, Register's Office, Davidson County, Tennessee.
>
> Being part of the property conveyed to Horrell Refrigeration, Inc. (now Horrell Properties, Inc.) by Deed of record in Book 5010, page 659, Register's Office, Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said JOHN L. WALKER AND JO ANN WALKER GREER, their heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

Grantor further covenants and bind itself, its successors and assigns, to warrant and forever defend the title to said real estate to Grantee, 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 indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said JOHN L. WALLER AND JO ANN WALKER GREER, hereinafter referred to as Trustors, hereby transfers and conveys unto THOMAS I. BOTTORFF, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging to the said Trustor upon the following uses and trusts:

Trustor agrees 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 maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and upon demand of said Trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good 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, or 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 appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustor upon demand of the Trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said Trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear interest at the rate of ten per cent (10%) from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, Trustors fail to reimburse the Trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said Trustee, or lawful owner and holder of said indebtedness, within thirty (30) days from date of such demand for payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower 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. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 Trustor, his order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named Trustee shall be vested in said successor.

The word "Trustor" when used herein shall apply to parties both singular and plural.

Witness our hand(s) this 31st day of October, 1991.

GRANTOR:

HORRELL PROPERTIES, INC.

By: Thos. L. Horrell 11/1/91
Date

GRANTEE:

John L. Walker 11-1-91
JOHN L. WALKER Date

Jo Ann Walker Greer 11-1-91
JO ANN WALKER GREER Date

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Thomas N. Horrell, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he is an Officer of Horrell Properties, Inc. and that as such Officer executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 31st day of October, 1991.

Notary Public

My Commission Expires: 10-5-93

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, John L. Walker, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 31st day of October, 1991.

Notary Public

My Commission Expires: 10-5-93

6989 11/06 0101 03CHECK 418.45

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, JoAnn Walker Greer, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 31st day of October, 1991.

Notary Public

10-5-93

6.00 4.2

IDENTIFICATION REFERENCE

Nov 6 10 59 AM '91

[redacted]

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8480 PAGE 556

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	90000.00
MAMT	65000.00
CON TX	333.00
MOR TX	72.45
PRFEE	1.00
WDEED	12.00
TOTAL	418.45
CHECK	418.45

11/06/91 01 11:01 0001 6989

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6.0042

IDENTIFICATION REFERENCE

Nov 6 10 59 AM '91

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 474129