INSTALLMENT DEED BOOK 8550 PAGE 806

For and in Consideration of the sum of Fifty-Five thousand Dollars ($55,000.00) Dollars, of which One thousand ($1,000.00) Dollars, has been paid in cash by Robert L. Pittman, Jr. & wife, Deborah T. Pittman the receipt of which is hereby acknowledged, and for the remainder of Fifty-four thousand ($54,000.00) Dollars, the said Robert L. Pittman, Jr., & wife, Deborah T. Pittman have executed and delivered their Installment Lien Note in the principle amount of Fifty-four thousand dollars ($54,000.00), payable over a period of three (3) years at $1,692.17/month beginning on the 13th day of March, 1992 and a like sum on the 13th day of each suceeding month until paid in full.

It is understood that this note may be paid in full on any paying date with earned interest to said date only.

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 54,000.00

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, we, Zill Witt & wife, Mable K. Witt

have this day bargained and sold, and do hereby transfer and convey unto the said Robert L. Pittman, Jr., & wife, Deborah T. Pittman, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots No. 2, 3, & 4 on the Map of D. T. Crockett's Subdivision of part of Maplewood, as of record in Book 421, page 159, said Register's Office, to which reference is hereby made for a more complete description.

Being property conveyed to Maynard Walker and wife, Dorothy Ann Walker by Deeds of record in Book 2590, page 480 and Book 2744, page 638. Maynard Walker died leaving Dorothy Ann Walker as surviving tenant by the entirety; who subsequently married Zill Witt. Dorothy Walker Witt died intestate 10-09-86, leaving Zill Witt as her sole heir at law as shown by the Order of the Probate Court of White County, Tennessee, of record in Probate Minute Book 2, page 334, of said Court, and Book 8518, page 491, Register's Office for Davidson County, Tennessee.

Taxes for 1992 have been prorated and are assumed by purchasers.

1387 02/14 0101 03CHECK 27[illegible].30

This is improved (XX) unimproved ( ) property, known as 926 Home Road, Nashville, TN 37216
(House Number) (Street) 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 Zill Witt & wife, Mable K. Witt, our heirs and assigns forever we covenant that we 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 representatives, to warrant and forever defend the title to said real estate to said Robert L. Pittman, Jr. & wife, Deborah T. Pittman, 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 Robert L. Pittman, Jr. & wife, Deborah T. Pittman do hereby transfer and convey unto Amber King, Trustee her 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 Robert L. Pittman, Jr. & wife, Deborah T. Pittman 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. said insurance to be obtained on or before May 13,1992 . 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 Robert L. Pittman, Jr. & wife, Deborah T. Pittman 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; or if 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, 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. 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 Robert L. Pittman, Jr. & wife Deborah T. Pittman, their 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 Amber King, 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 Zill Witt & wife, Mable K. Witt, Grantors, and Robert L. Pittman, Jr. & wife, Deborah T. Pittman, Grantees, hereunto set our hands at Nashville, Tennessee, this the 13th day of February 19 92.

Zill Witt

Mable K. Witt

Robert L. Pittman

Deborah T. Pittman

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me Linda Duley, a Notary Public in and for said County and State, the within named Zill Witt & wife, Mable K. Witt, Grantors, and Robert L. Pittman, Jr. & wife, Deborah T. Pittman, Grantees,

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 13th day of February, 19 92.

Linda Duley, Notary Public.

Commission Expires 3-27 93

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 _____

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 _____

BOOK 8550 PAGE 809

8 4 3 6 2

IDENTIFI REFERENCE

FEB 14 11 50 AM '92

DAVIDSON COUNTY, TN

PICK-UP

INSTALLMENT DEED

FROM

ZILL WITT, et ux

TO

ROBERT L. PITTMAN, JR., et ux

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.

YOKLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert L., Jr. & Deborah (NAME)	T. Pittman (Same) (NAME)	72-2-62
926 Home Road (STREET ADDRESS OR ROUTE NUMBER)	109 Grizzard Avenue (STREET ADDRESS)	
Nashville, TN 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37207 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

J. B. Watson, Jr.
Attorney #2499
3805 Gallatin Road
Nashville, TN 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$55,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF February 19 92.

Notary Public

MY ~~COMMISSION EXPIRES~~: _____

(~~AFFIX SEAL~~)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8550 PAGE 810

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	55000.00
MAMT	54000.00
CON TX	203.50
MOR TX	59.80
PRFEE	1.00
TDEED	12.00
TOTAL	276.30
CHECK	276.30

02/14/92 01 11:50 0001 1387

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8436.2

IDENTIFICATION REFERENCE

FEB 14 11 50 AM '92

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 501959