BOOK 8903 PAGE 371 **INSTALLMENT DEED**

THIS INSTRUMENT PREPARED BY: FRANK M. NEWMAN, ATTY. 2623 Lebanon Rd., Donelson, TN 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOHN W. HAMPTON, JR. et al	same	Map 25-4
(NAME:)	(NAME)	
211 So. Main Street		Par 98
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, TN 37072		GO 01275
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of $216,000.00
Two Hundred Sixteen Thousand and no/100---------- DOLLARS
of which $ 6,000.00 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 joint Installment Deed note in the principal amount of TWO HUNDRED TEN THOUSAND and no/100 Dollars ($210,000.00) payable to the order of CLAUDE R. TOLBERT or DORIS M. TOLBERT in 180 monthly installments, the first 84 of said installments of ONE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN and fifty-six/100 Dollars ($1,887.56) each, beginning on the 1st day of May, 1993 and a like amount on the same day of each succeeding month until 84 such installments have been paid, each installment including principal and interest on the unpaid balance at the rate of 7% per annum, and the remaining 96 monthly installments to be paid at a rate of interest to be negotiated between the parties at the same rate of interest that the makers of said note would have to pay in the event they went to a bank, savings and loan association or other lending institution in this market area to obtain funds to pay said balance,

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, Claude R. Tolbert and wife, Doris M. Tolbert,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto John W. Hampton, Jr., Harry Dennis Van Slyke and Joseph A. Kolodziejski

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

Land in Davidson County, Tennessee, being Lot No. 7 of Plat of Swift and Jones Tract, Goodlettsville, as re-surveyed by Z. J. Wilkinson, Surveyor, December 12, 1955, as follows:

Beginning at an iron pin on the westerly side of Dickerson Pike at the northeast corner of Lot No. 6; thence following said Dickerson Pike north 3° 51' west 96.5 feet to a point; thence south 87° 47' west 257.7 feet to an iron pin; thence south 43° west 139.55 feet to an iron pin; thence north 87° 47' east 370.4 feet to the point of beginning.

Being the same property conveyed to Claude R. Tolbert and wife, Doris M. Tolbert, by deed from Jesse J. Jones and wife, Bessie B. Jones as of record in Book 4033, page 123, in the Register's Office for Davidson County, Tennessee.

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $210,000.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $216,000.00

Subscribed and sworn to before me, this the 1st day of April 1993

Affiant

My commission expires: July 23, 1994 (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as 211 South Main Street, Goodlettsville, TN 37072
(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 representatives, 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 Frank M. Newman 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 $ 210,000.00 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, 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 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:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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 grantors 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 1st day of April, 1993.

Claude R. Tolbert — John W. Hampton, Jr.

Doris M. Tolbert — Joseph A. Kolodziejski

Harry Dennis Van Slyke

PICK-UP

05469

IDENTIFICATION REFERENCE

APR 1 11 47 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* John W. Hampton, Jr., Harry Dennis Van Slyke, Joseph A. Kolodziejski, Claude R. Tolbert and wife, Doris M. Tolbert, *the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Donelson, Tenn., *this* 1st *day of* April, *19*93.

Frank W. Freeman *Notary Public*

Commission expires July 23, 1994

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, 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* .....

0843 04/01 0101 03CHECK 1047.40

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

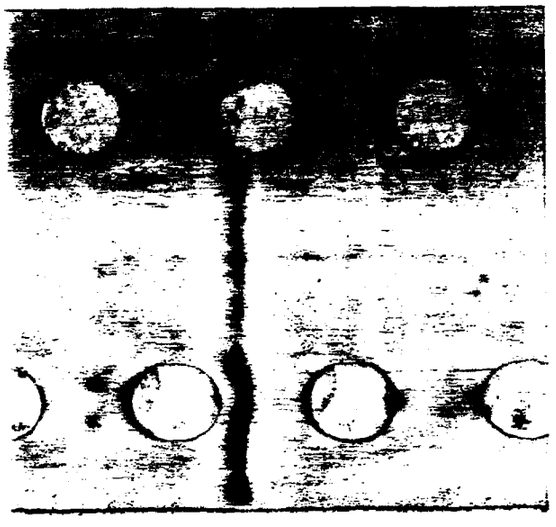
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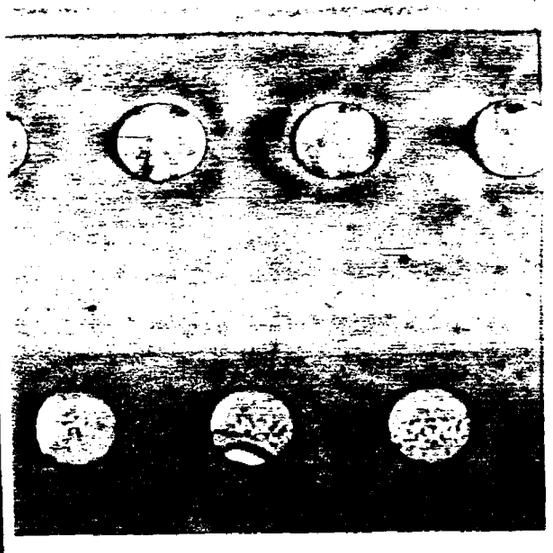
INSTALLMENT DEED

FROM

TO

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE





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

RECEIVED OF _____ BOOK 8903 PAGE 373

FOR _____

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
216000.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

210000.00
CON TX 799.20
MOR TX 239.20
PRFEE 1.00
WDEED 8.00
TOTAL 1047.40
CHECK 1047.40

01/93 01 11:46 0001 0848

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IDENTIFICATION REFERENCE

APR 1 11 47 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.635664