Prepared by John G. Doak, Sr., Attorney, 2525 Lebanon Road, Nashville, Tennessee, 37214
(615) 889-1112 (voice)
(615) 885-2141 (fax)

BOOK 9049 PAGE 355

INSTALLMENT DEED

0350 08/17 0101 03CHECK 44.50

From: Grantor, A.E. Whittle, a single person
To: Grantees, Michael L. Stillman, a single person
and,
From: Grantee, Michael L. Stillman, a single person
To: Clark Shaw, Trustee (for Mortgagee-A.E. Whittle, a single person

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Michael Stillman	Same	Map 87-0-3
1076 Ewing Way,		Field Book # 13140
LaVergne Tn., 37086		

52773
IDENTIFICATION REFERENCE

(for register's use)

PICK-UP

AUG 17 AM 10: 23

State of Tennessee
County of Davidson
The actual consideration or value, (whichever is greater) for this transfer is: $ 6,500.00

A E Whittle
Affiant

Sworn to and subscribed before me this 17 day of August, 199

Notary Public

~~Commission Expires:~~ _____

Deputy Register

Maximum principal indebtedness for recording tax purposes is $5,000.00

Consideration for conveyance, For and in consideration of the sum of Six Thousand Five Hundred Dollars ($6,500.00) of which Grantee has paid Fifteen Hundred Dollars ($1,500.00) in cash at closing, and for the remainder, Grantee, Michael L. Stillman, a single person, has executed a Installment Deed Note, of even date, which is hereby secured by Grantor's reserving a purchase money security interest and lien on the real property being conveyed hereby, in the original Principal amount of Five Thousand Dollars ($5,000.00) payable as follows: a payment of Eighty Five Dollars and Twenty Six Cents ($85.26) on or before the 1st day of October 1993, and thereafter, beginning on the 1st day of November, 1993, (119) equal successive monthly payments, by Grantee to Grantor, of Sixty Six Dollars and Eight Cents ($66.08) each, including principal and interest, in arrears, at Ten Percent (10%) per annum, and till paid in full; ;

Conveyance to grantees, Now , Therefore: A. E. Whittle, a single person, (herein called "grantors" hereby transfer, sell and convey, the following described realty belonging, unto Michael L. Stillman, a single person, heirs and assigns forever, (herein called "grantee")

Real Property Description:

A TRACT of land in Davidson County, Tennessee, on the west side of Melvin Road, north of Central Pike and being more particularly described as follows:

BEGINNING at a post in the east side of Dry Fork Creed, running east 225 feet to the center of Earheart Road; thence with the center of said road, S 4° W, 450 feet to the center of a bridge over Dry Fork Creek; thence down said Creek with the center, N 23 1/2° W., 225 feet to a point in the center of

said Creek; thence to the point of beginning, containing one acre, more or less, on the east side of the Creek; and

BEING the same real property conveyed to A. E. Whittle, a single person, by warranty deed from Maude Virginia Smith, a widow as of record in Book 8365, page 776, Registers office for Davidson County, Tennessee.

This conveyance is subject to existing zoning ordinances, rules and regulations and any existing easement and encroachments and encumbrances of record; and any other matters an accurate stake survey by a competent surveyor and a physical inspection of the premises might disclose; and to the knowledge of Grantee that it has not been approved as a building site and would have to be retested and a special septic system installed, and otherwise approved for a building site.

This is unimproved property, known as:

2917 Melovin Rd.	Hermitage,	Davidson County,	Tn.,	37076,
Street	City	County	State	Zip

Covenant of seizen, and grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it and that the same is unencumbered except as noted herein

Habendum, grantees to have and to hold the same *in fee simple forever;* subject only to Mortgage Lien, hereby retained by grantor/mortgagee and to the matters mentioned above and to the following:

1. Real Property taxes for 1993, (a lien but not yet due and payable) and which are assumed by Grantee.

Covenant of general warranty, grantor further covenants and binds himself, heirs, assigns, and representatives, to warrant and forever defend the title to the said real estate to said grantee, heirs and assigns, against the lawful claims of all persons, whomsoever.

Conveyance to Trustee for security, and now, for the purpose of better and more effectively securing the payment of said Installment Deed Note and rendering unnecessary court proceedings for the enforcement of its lien in event of the non-payment of said note, when and as due as hereinafter provided, and,

Consideration for conveyance in trust, for and in consideration of the payment of One Dollar, to us in hand paid, we, the grantees herein, do hereby transfer and convey unto Clark Shaw, Trustee, his successors and assigns, the real estate herein above described, with the appurtenances, estate, title and interest thereto belonging, in Trust, and for the purposes set forth herein,

Prepayment without penalty, grantees, heirs and assigns, reserve the right to prepay all or any part of this indebtedness at any time without penalty; and, when the indebtedness represented by this Installment Deed Note shall have been paid in full; then, payee, heirs and assigns, shall be obligated to secure and properly record a release effectively discharging the lien of this Installment Deed.

Duty to keep insured, grantees agree to keep the buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the 100% of the Full Insurable Value, until all indebtedness mentioned herein, is fully paid, and to have any loss, made payable first to Grantor, as his interests may appear; and,

Duty to repair and preserve, grantees further agrees to pay all taxes and assessments thereon, and to pay them when due; and,

Power of trustee, in case grantees fail to do either, then the said Trustee, or the lawful owner and holder of said note may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment; and,

Pay & stay – Smooth and tranquil, Now, if grantees, shall pay said Installment Deed Note when and as due, according to its terms, pay taxes, keep up repairs, and keep said premises insured, all as aforesaid, then this trust conveyance shall be of no further force or effect.

Don't pay & don't stay – Rough and unpleasant, should grantees become in "Default" i.e.., [fail to pay taxes, keep up repairs, or keep said premises insured as herein provided; or should grantees fail to reimburse Trustee (or lawful owner and holder of said note) for all such sums expended (together with interest thereon) by said Trustee (or lawful owner and holder of said note); or should grantees fail to make any installment or other payment, required by the Installment Deed Note]; or should he violate any other term requirement or condition of the same or of this instrument]; and fail to cure or remedy such default within 30 days (the 1st time in any 12 month period) or 20 days (the 2nd time in any 12 month period) or 10 days [the 3rd time (and thereafter) in any 12 month period] after a written "Notice of Default and Demand for Cure" (describing the default and demanding that it be cured) is mailed from holder to grantees, heirs or assigns, by postage prepaid certified mail "return receipt requested" (effective when mailed); then, at the end of the time specified, holder may declare this indebtedness accelerated; and, if the same is not paid in full within Thirty (30) days of such declaration, then

Acceleration, upon such acceleration, this trust conveyance shall remain in full force and effect, and, in such event, said Trustee, or his successor in trust, is hereby authorized and empowered,

Advertising and sale, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, at 12:00 O'clock Noon on the third business day after the last day of publication, to sell said property at the front Door of the Davidson County Court House 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 (Grantor and or any holder may bid and if successful, purchase at any sale under this conveyance); and, upon completion of such foreclosure sale, said Trustee, or his successor in trust, is

authorized and empowered to execute and deliver a Trustees Deed to the purchaser; and,

Purchasers right to immediate possession, we agree that after such foreclosure sale as aforesaid, the purchaser, at said sale, shall be entitled to immediate possession thereof upon the delivery to him of a deed for said property from the Trustee ; and,

Proceeds of sale, In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; and also reasonable attorney's fees for advice in the premises and/or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; and, also the expenses of any such litigation, and
(2) To the payment of all taxes which may be unpaid on said premises; and
(3) To the payment of any accrued interest on the unpaid principal balance on the installment deed note secured hereby and any and all sums expended in the protection of said property, as herein authorized; and
(4).The residue, if any, will be paid to the grantee herein his heirs, representatives or assigns; and,

Power to appoint substitute Trustee, at any time, the lawful owner and holder of said Installment Deed Note, may, with or without cause, remove the Trustee herein above named and appoint a substitute or successor Trustee to execute this trust by an instrument in writing, signed by said lawful owner and holder, so doing, and recording the same in the Register's Office for Davidson County Tennessee; and, the title conveyed and all powers given herein to said Trustee shall thereby be vested in said substitute or successor.

Singular, plural etc., 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.

Bond, Trustee herein above named and any substitutes or successors shall serve without bond

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands effective the 17th Day of August 1993.

A E Whittle

A.E.Whittle, a single person

Michael L Stillman

Michael L. Stillman

State of Tennessee
County of Davidson

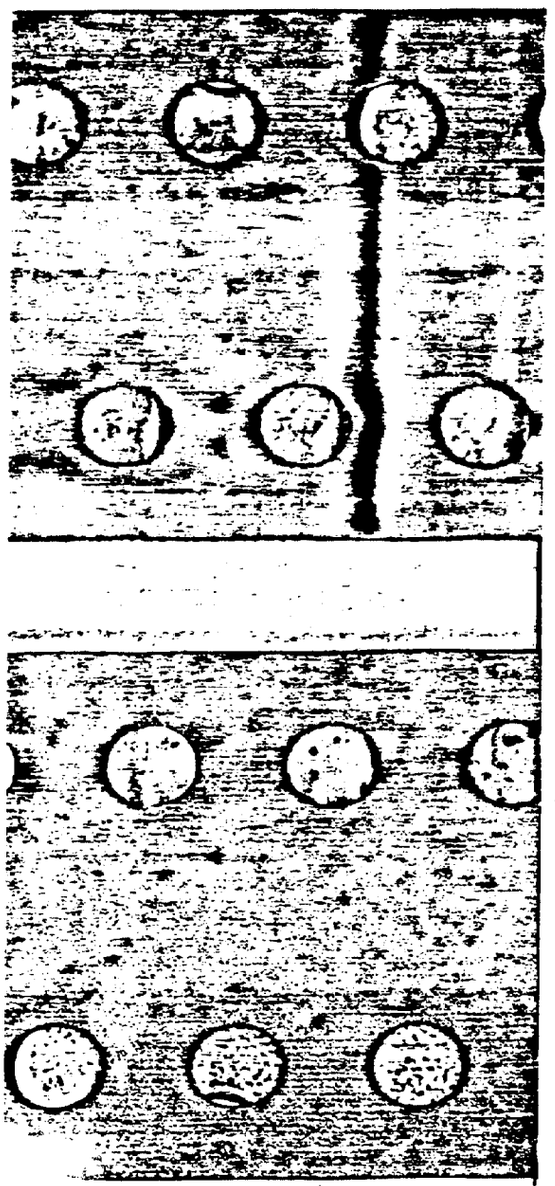
Before me, the undersigned, a notary public in and for said state and county, personally appeared the within named, A. E. Whittle and Michael L. Stillman, both single persons, who, being personally known to me or having presented satisfactory proof of identification, and, having been duly sworn, did execute the foregoing instrument in my presence; and then did acknowledge that they executed said instrument for the purposes therein contained, and as their own free act and deed, on 8-17-93 in Nashville, Tn.

Wanda L. Patton

Notary Public

My Commission Expires: Jan. 27, 1996

NOTARY PUBLIC DAVIDSON COUNTY, TENN.



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

RECEIVED OF _____

FOR _____

BOOK 9049 PAGE 359

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	6500.00
MAMT	5000.00
CON TX	24.05
MOR TX	3.45
PRFEE	1.00
WDEED	16.00
TOTAL	44.50
BANK	
CHECK	44.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/17/93 01 10:23 0001 0550

52773
IDENTIFICATION REFERENCE.

93 AUG 17 AM 10: 23

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 686881