THIS INSTRUMENT PREPARED BY:
HAYNES, WALKER AND FREEMAN
140 North Main Street
Goodlettsville, TN 37072

BOOK 9127 PAGE 68

NEW OWNER(S):	SEND TAX BILLS TO:	MAP-PARCEL #
Diana Hallmark Brubaker and Mary Francis Hallmark 1003A Highland Avenue Goodlettsville, TN 37072	same	6-14

INSTALLMENT DEED

THIS INDENTURE, made this 22nd day of October, 1993, between **Melba Jean Gilliam**, hereinafter "GRANTOR," and **Diana Hallmark Brubaker**, and **Mary Francis Hallmark** hereinafter "GRANTEE."

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of THIRTY-TWO THOUSAND FIVE HUNDRED and no/100 Dollars ($32,500.00) of which Diana Hallmark Brubaker and Mary Francis Hallmark have executed a note of even date herewith for the principal sum of Twenty-Five Thousand Five Hundred Dollars ($25,500.00), payable to Melba Jean Gilliam, and Henry Gilliam at the rate of Three Hundred and Nine and 09/100 ($309.39) per month said payments for 120 months said payments to include interest at 8% per annum; Melba Jean Gilliam, has this day bargained and sold, and does hereby transfer and convey unto the said Diana Hallmark Brubaker and Mary Francis Hallmark, their successors, heirs, and assigns, certain real estate in Davidson County, Tennessee described as follows:

BEING a 32.51-acre tract of land lying in Davidson County, Tennessee, with a portion of said tract lying in the City of Ridgetop, Tennessee. Said tract further described as being a portion of the Henry Gilliam property as of record in Deed Book 5381, Page 614 of the Register's Office of Davidson County (R.O.D.C.). Property description as follows:

Begining at a set iron pin lying in the South margin of Highland Avenue, said point further described as being the most Northwesterly corner of herein described tract; thence leaving said point of beginning and running with the South margin of said avenue North 64 degrees, 47 minutes, 09 seconds East a distance of 50.00 feet to an existing iron post lying at the Northwest corner of the James Eells property (Book 5215, Page 894, R.O.D.C.); thence with the line of Eells South 34 degrees, 22 minutes, 08 seconds East a distance of 280.29 feet to a set iron pin; thence South 7 degrees, 20 minutes, 34 seconds East a distance of 169.91 feet to an existing angle iron; thence South 76 degrees, 28 minutes, 09 seconds East a distance of 140.08 feet to an existing iron pipe; thence North 45 degrees, 35 minutes, 14 seconds East a distance of 145.05 feet to an existing iron pin; thence North 17 degrees, 30 minutes, 00 seconds West a distance of 389.73 feet to a set iron pin by a tree stump; thence North 45 degrees, 07 minutes, 43 seconds East a distance of 101.50 feet to a set iron pin in the line of David Mitchell (Book 8055, Page 642, R.O.D.C.); thence leaving the line of Eells and running with the line of Mitchell South 55 degrees, 29 minutes, 23 seconds, East a distance of 222.00 feet to a set iron pin; thence North 50 degrees, 30 minutes, 00 seconds East a distance of 185.00 feet to a set iron pin, corner to Clarence McCumber (book 5444, Page 371, R.O.D.C.); thence running with McCumber South 68 degrees, 49 minutes, 59 seconds East a distance of 378.16 feet to a set iron pin by an old fence corner, corner to James McKinney (Book 5103, Page 602, R.O.D.C.); thence with McKinney South 31

degrees, 08 minutes, 33 seconds West a distance of 346.53 feet to a point in the line of John Frederick (Book 8184, Page 901, R.O.D.C.); thence continuing with Frederick South 20 degrees, 54 minutes, 35 seconds West a distance of 218.00 feet to a set iron pin, corner to Lassiter (Book 1491, Page 9, R.O.D.C.); thence running with Lassiter South 1 degree, 41 minutes, 12 seconds East a distance of 861.07 feet to a set iron pin, corner to another parcel of land owned by John Frederick (Book 8791, Page 418, R.O.D.C.); thence running with the line of Frederick South 12 degrees, 10 minutes, 56 seconds East a distance of 350.00 feet to a set iron pin, corner to James Galbreath (Book 3926, Page 712, R.O.D.C.); thence with Galbreath's line South 56 degrees, 56 minutes, 23 seconds West a distance of 248.00 feet to a set iron pin by a 30-inch Oak tree, corner to Galbreath and Milton S. Rose (Book 8683, Page 592, R.O.D.C.); thence with the North line of Rose South 63 degrees, 19 minutes, 40 seconds West a distance of 187.69 feet to a point; thence continuing with Rose and following an old fence line South 61 degrees, 33 minutes, 39 seconds West a distance of 224.14 feet to a set iron pin; thence running with a new line severing the Henry Gilliam property for the next 13 calls: North 20 degrees, 09 minutes, 09 seconds West a distance of 804.64 feet to a set iron pin just North of a garden spot in the bottom of the hollow; thence North 57 degrees, 01 minutes, 43 seconds, West a distance of 143.86 feet to a set iron pin; thence North 6 degrees, 49 minutes, 29 seconds East a distance of 188.55 feet to a set iron pin by a 6-inch poplar tree with blaze; thence North 54 degrees, 53 minutes, 32 seconds East a distance of 161.26 feet to a set iron pin; thence North 17 degrees, 02 minutes, 19 seconds East a distance of 118.86 feet to a set iron pin; thence North 17 degrees, 45 minutes, 45 seconds West a distance of 211.46 feet to a set iron pin; thence North 13 degrees, 31 minutes, 40 seconds East a distance of 163.59 feet to a set iron pin; thence North 22 degrees, 23 minutes, 24 seconds East a distance of 118.09 feet to a set iron pin; thence North 7 degrees, 20 minutes, 34 seconds West a distance of 120.00 feet to a set iron pin; thence North 34 degrees, 22 minutes, 08 seconds West a distance of 275.00 feet to the point of beginning and containing 32.51 acres according to a survey by Willis Land Surveying dated 6/3/93.

BEING a portion of the same property transferred to Melba Jean Gilliam from Terry E. Gilliam, and wife, Barabara Gilliam, by deed of record in Book 9051, Page 345 in the Register of Deeds Office of Davidson County, Tennessee.

This instrument executed on behalf of Dianne Hallmark Brubaker, by her lawful attorney-in-fact, Mary Francis Hallmark, pursuant to the power and authority vested in her by instrument of record in Book 9127, page 66, Register of Deeds Office of Davidson County, Tennessee.

Maximum principal indebtedness for Tennessee recording tax purposes is $32,500.00.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transfer is $32,500.00.

Melba Jean Gilliam
Affiant

Subscribed and sworn to before me, this the 22nd day of October, 1993.

Patricia B Edson
Notary Public

My Commission expires: 9/27/96

This is unimproved property located in Goodlettsville, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the Grantees, their successors, heirs and assigns forever. I covenant that I am 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 as noted herein.

I further covenant and bind myself, my heirs, and representatives, to warrant and forever defend the title to said real estate to said Grantees, their successors, 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 Diana Hallmark Brubaker and Mary Francis Hallmark, hereinafter referred to as Trustor, hereby transfers and conveys unto Joe M. Haynes, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to pay all taxes and assessments thereon, general or sepcial, 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 indebtedness shall hereafter be required to appear in any court to prove the above indebtedness, all the costs and expenses of such appearance of 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 8 percent interest from the date or 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 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

reimburse the Trustee, or lawful owner and holder of said indebtedness, within thirty (30) 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 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 sucessor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three publications in Dickson 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. 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, of 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, its 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 of 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 to so 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 Registers Office for Dickson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATIONS AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ABOVE. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED. Any prounouns shall be read in the singular and plural number and in such gender as the context may require.

Witness my hand this 22 day of October, 1993.

Melba Jean Gilliam
MELBA JEAN GILLIAM

Diana Hallmark Brubaker
By M. J. Hallmark
DIANE HALLMARK BRUBAKER

Mary Frances Hallmark
MARY FRANCIS HALLMARK

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Melba Jean Gilliam and Mary Francis Hallmark, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee, this the 2nd day of October, 1993.

Patricia B Eskew
NOTARY PUBLIC

My Commission Expires: 7/27/96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 2nd day of October, 1993, before me personally appeared Mary Francis Hallmark, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on the behalf herself and on behalf of Diana Hallmark Brubaker, and who acknowledged that she executed the same as the free act and deed of said Mary Francis Hallmark.

Patricia B Eskew
NOTARY PUBLIC

My Commission Expires: 7/27/96

6110 10/26 0101 03CHECK 176.33

70021

IDENTIFICATION REFERENCE

PICK-UP

Inv Code # 000000311AA

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



RECEIVED OF _____

FOR _____

BOOK 9127 PAGE 73

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	32500.00
			MAMT	32500.00
			CON TX	120.25
			MOR TX	35.08
			PRFEE	1.00
			WDEED	20.00
			TOTAL	176.33
			CHECK	176.33
10/26/93	01		13:49 0001	6110

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

78021
IDENTIFICATION REFERENCE

93 OCT 26 PM 1:49

No. 713932