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This Instrument Prepared By
Dance, Dance & Lane, Attorneys
3200 West End Avenue, Suite 101
Nashville, TN 37203

Map Parcel Numbers
Map 44-15 Parcel 331
Send Tax Bills To:
Mr. & Mrs. D. Kent McClinton
1007 Jones Street
Old Hickory, TN 37138

STATE OF TENNESSEE - COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $75,000.00.

D. Kent McClinton
AFFIANT

Subscribed and sworn to before me this 27th day of October, 1993.

Richard Dance
NOTARY PUBLIC

My commission expires:1-25-97

Maximum principal indebtedness for Tennessee recording tax purposes is $75,000.00.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of seventy-five thousand and no\100 Dollars ($75,000.00), of which -no- Dollars ($0.00), has been paid in cash by the hereinafter named Grantees, the receipt of which by the hereinafter named Grantors, is hereby acknowledged and for the remaining balance of seventy-five thousand and no\100 Dollars ($ 75,000.00), the said hereinafter named Grantees have executed and delivered to Grantors one promissory note of even date herewith in original face amount of seventy-five thousand and no\100 Dollars ($ 75,000.00), payable, with interest as therein provided, to the order of Benjamin C Tyler, & wife Bess H. Tyler, in three hundred and sixty (360) consecutive monthly installments, with the first installment due the 15th day of November, 1993; said note provides for payment of attorney's fees, and to secure the payment of said note, principal and interest, attorney fees, and all obligations of Grantees herein provided, a lien is expressly retained on the property herein conveyed, we, Benjamin C. Tyler, and wife Bess H. Tyler, hereinafter called Grantors, have this day bargained and sold, and do hereby transfer and convey unto D. Kent McClinton, and wife Suzanne Tyler McClinton, hereinafter called Grantees, their heirs and assigns, certain property described as follows:

> Land in Davidson County, Tennessee, being Lot. No. 86, Section B, Village of Old Hickory, as shown on the Plan recorded July 16, 1948, in Book 1424, page 57, Register's Office for said County.
>
> Said Lot No. 86 fronts 53 feet on the easterly side of Jones Street and extends back 88.4 feet on the northerly line and 88.0 feet on the southerly line to a dead line in the rear, measuring 53 feet thereon.
>
> Being same property conveyed to Benjamin C. Tyler and wife Bess H. Tyler by deed from Luke J. Mena and wife Linds S. Mena of record in Book 8439 page 991, Register's Office, Davidson County, Tennessee. This property is improved property with street address of 1007 Jones Street, Davidson County, Nashville, Tennessee 37138
>
> This conveyance is subject to restrictive covenants of record in Book 2447, Page 151, and Book 1880, page 518, Register's Office, and any other existing easements, restrictions and building setback lines of record.

Also included in this conveyance are all of the rents, issues and profits now or hereafter arising from the property herein conveyed and on demand of the Trustee or the Grantors (herein referred to severally as demanding party) all of such rents, issues and profits shall be payable to said demanding party, which payment

when made to said demanding party shall be as binding upon the Grantors as if Grantors had signed a receipt therefor. By the foregoing conveyance Grantees acknowledge that neither the Trustee nor the Grantors assume any obligations of Grantees in connection with any agreement, in writing or otherwise, which provides for payment of said rents, issues and profits.

Grantees acknowledge possession of all property in good order and condition and promise, if default is made, to return same in like good order and condition. Grantees warrant to use the property only in a lawful manner.

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever. Grantors covenant that they are lawfully seized and possessed of said property in fee simple, have a good right to convey it, and that the same is unencumbered except NONE.

Grantors further covenant and bind themselves and their heirs and assigns to warrant and forever defend the title to said property to said Grantees, their heirs and assigns, against the lawful claims of all persons.

And now for the purpose of rendering court proceedings unnecessary for the enforcement of the lien herein retained by Grantors and created hereby by Grantees on the property herein conveyed, to secure the prompt and faithful payment of the above described promissory note and to secure the prompt and faithful payment and performance by Grantees of their obligations as herein provided and further for the consideration of $1.00 to Grantees in hand paid, the receipt of which is hereby acknowledged, the Grantees do hereby transfer and convey unto Fred C. Dance, Trustee and said Trustee's successors and assigns, in trust, the property hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. Present address of FRED C. DANCE, Trustee is 3200 West End Avenue, Suite 101, Nashville, TN 37203.

The Grantees do hereby agree to keep the property described herein including all improvements on said real estate, insured in some reliable fire insurance company or companies for at least a sum equal to the aggregate unpaid balance due on the promissory note secured hereby, and to have, by proper mortgage clause endorsement in form satisfactory to Grantors, the loss, if any, made payable on the policy or policies to the herein named Trustee for the benefit of the Grantors or holders of the note secured hereby as their interest may appear. Said policy or policies of insurance shall be in such form as is acceptable to the holders hereof, and said policies or insuring companies certified copies thereof delivered to holders or their designate. Renewal policies of insurance with evidence of payment of the premium for the entire term thereof shall be furnished to and in possession of the Grantors or their designate at least thirty (30) days before the policies effective date. In the event any policy of insurance is cancelled for any reason, then, at least three (3) days prior to the effective date of the cancellation, replacement policies, with evidence of payment of the premium for the entire term thereof shall be furnished to and in possession of the Grantors or their designate. In the event of loss of or damage to the property herein conveyed which is recoverable under said policy or policies of insurance, and any other money paid as a result of such loss or damage shall be paid to said Trustee and the said Trustee is hereby empowered in the name of the Grantees or assigns to give a full acquittal for the amount paid and such amount shall be held by Trustee in escrow for the uses and times as herein provided.

Grantees further agree to keep all of the property, including the improvements on said real estate, in good repair and preservation. Grantees irrevocably authorize the Grantors, holders hereof, Trustee and/or any of their agents, to enter, at all reasonable times, upon and in the buildings and improvements on the real estate to inspect the property.

The said Grantees agree to pay all taxes and assessments levied on the within described property when the same becomes due and payable, and promptly deliver, within sixty (60) days after said taxes are payable, the official receipts therefor to the Grantors or their designate, or a certificate signed by each taxing

official to whom any said taxes or assessment shall be payable, that all such taxes and assessments due to be paid such official have been paid.

If the Grantees fail to keep the property insured, in good repair, and/or taxes thereon paid, as herein provided, then the said Trustee, or the lawful owner and holders of said note may do any or all of these things, and the sum or sums so expended shall be due and payable immediately without notice or demand and shall become a part of the indebtedness secured herein, and shall bear interest at the rate provided for in the promissory note secured hereby if no rate stated, then at the legal rate, from the date of said payment.

Grantees represent and warrant not to use the property or any part thereof in violation of any law, Federal or State, or Local Ordinance.

Grantees shall be in default hereunder upon the occurrence of any one of the following:

(1) a failure of the Grantees to pay any installment, principal or interest, on any note on the day it is due, or within five (5) days thereafter;

(2) failure of Grantees to pay the taxes by the date as herein provided, and furnish the receipt for said taxes as herein provided without further notice or demand;

(3) failure of Grantees, within the time periods herein specified, to provide, pay for, keep and maintain insurance as herein provided without further notice or demand;

(4) Grantees failure to permit Grantors, Trustee and/or their agents, to enter upon and inspect the property;

(5) failure of Grantees to promptly pay, perform and abide by all provisions hereof.

Now, if the Grantees shall pay the promissory note above described when due, according to its terms, and pay the taxes, keep up repairs, and keep property insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if Grantors fail to pay any installment, principal or interest, on any promissory note promptly when due, or if Grantees fail to pay taxes, keep up repairs or keep said property insured as herein provided, or if Grantees fail to reimburse the Trustee or lawful owner and holders of said note for all sums, with interest, so expended by said Trustee, or lawful owners and holders said note, or if Grantees fail to promptly pay, perform and abide by all other obligations herein provided, or if Grantees make default herein, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owners and holders of said promissory note, the entire unpaid balance, principal and interest, due on said note secured hereunder shall immediately become due and payable, without notice or demand, and the said Trustee, or his successors in trust, is hereby authorized and empowered upon giving twenty (20) days' notice of the time, terms and locations of said sale by three (3) publications in any newspaper, daily or weekly, published in the county wherein the property, or any part thereof, is situated, to sell said property at the courthouse door in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory redemption, homestead, dower, elective or marital share and all other exemptions and rights of every kind which are hereby expressly waived; and the said Trustee, or his successors in Trust, is authorized and empowered to execute and deliver to the purchaser a deed to the fee simple title to said property free from all claims, demands or rights of Grantees. The Grantors and/or holders of the notes, or any one or more of them, secured hereunder may bid at any sale under this trust conveyance. Grantees agree, that the Trustees may, at any time after default in the payment of said note, enter and take possession of said property and shall only account for the net rents actually received by him. Grantees further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser at the foreclosure sale hereunder, shall be entitled to immediate possession thereof,

without demand and/or notice, upon the delivery to purchaser by the Trustee of a deed and/or bill of sale for said property. Right to possession of the property may be enforced by legal action without notice or demand.

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, including a reasonable Trustee's fee; also reasonable attorney's fees for advice in the premises, and representing the Trustee, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement or protection of said lien; also the expenses of any such litigation;

2nd. To the payment of the promissory note herein secured, and any and all sums expended in the protection of said property;

3rd. The residue, if any, will be paid to Grantees, their representatives or assigns.

Should the Trustee herein specifically named be unable to execute the foregoing trust because of death, disability, resignation or any other cause, or should the holders of the note herein secured desire that another or different trustee act hereunder, then the majority of the holders of said note herein secured are hereby authorized and empowered from time to time, to name and appoint, successor trustee or trustees to execute this trust and the title herein conveyed to the above specifically named trustee shall be vested in any successor. The right to appoint successor trustees is a continuing right.

Grantees agree to pay all cost, including reasonable attorney's fee, incurred by the holders of the promissory note secured hereby in recording, continuing, protecting, preserving, defending, enforcing or releasing the lien of this instrument plus all costs, including reasonable attorney's fee, incurred by Grantors in defending and/or attending to any claim and/or Court action in which Grantors or the Trustee are named as parties because of this instrument or brought to determine the rights of anyone hereunder, or the validity of the notes secured hereby, or involving the property herein encumbered.

Grantees shall not convey (convey includes sale, lease and any type of encumbrance) the property or any interest therein to any other party without first obtaining the written consent and approval of the holders hereof.

In the event the ownership of, or any interest in the property hereby conveyed, or any part thereof, becomes vested in a person other than the Grantees, the Grantors, their successors and assigns, may, without notice to the Grantees, deal with such successor or successors in interest with reference in this instrument and the debts hereby secured, in the same manner as with the Grantees without in any way vitiating or discharging the Grantees' liability hereunder or upon the note hereby secured. No sale of the property hereby conveyed and no forbearance on the part of the Grantors or their assigns and no extension of the time for the payment of the note hereby secured shall operate to release, discharge, modify, change, or effect the original liability of the Grantees herein either in whole or in part unless the Grantors agree to release the Grantees from such liability.

In the event the property, or any part thereof, is taken under the power of eminent domain, the entire award shall be paid to the Grantors, and the Grantors are hereby empowered in the name of the Grantees or the Grantees' assigns to receive and give acquittance for any such award or judgement, whether it be joint or several. The entire award shall be held by the Grantors in escrow for the uses and times as herein provided.

Any insurance money and/or condemnation award paid to the Grantors and/or Trustee and held in escrow shall be subject to the provisions hereof. Provided Grantees are not in default under any of the provisions of this Deed or in payment of any of the indebtedness herein secured then the provisions hereof will be applicable. It is the intent of the parties that loss or damage to the premises through any of the aforementioned circumstances shall not relieve the Grantees from promptly paying and performing hereunder in as full and complete manner as if such occurrence had

not taken place. Within ninety (90) days after receipt of the funds held in escrow, Grantees shall furnish to the Grantors full and complete acceptable plans and specifications for the restoration of the damage and/or loss, together with a contract executed by a contractor for the restoration of the property, together with an acceptable contractor's completion and performance bond. If the contract price is equal to or less than the amount in escrow, then those funds will be committed to the contract price payable pursuant to the contract provisions and the contractor's completion and performance bond. In the event the contract price is greater than the funds held, then Grantees shall pay into the escrow fund held by Grantors and/or Trustee such excess funds in order to fully and completely cover the contractor's contract price. In the event that Grantees fail to pay into escrow any required funds, or fail to submit said acceptable plans and specifications and a contract with an acceptable contractor's completion and performance bond within ninety (90) days from the commencement of the escrow, it shall be deemed that the Grantees do not choose to restore and all escrow money then shall be applied to the debts. In the event that a contract for restoration is signed and then Grantees default herein or in payment of the indebtedness, Grantors shall not be obligated to honor any disbursements from the escrow after default. It is the intent of the parties that the escrow money will be used first for the restoration of the property and then any excess left over shall be applied to the note held by Grantors; and should Grantors become fully satisfied, then any escrow funds shall be the property of Grantees.

It is further specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby.

In the event of a sale of said property under and by virtue of this trust, the said Grantees and all persons holding under Grantees shall be and become the tenant at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser without notice.

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns of the parties hereto.

Grantees shall remain in possession of the property until default as provided for herein, and upon default Grantees warrant and covenant to promptly surrender possession of the property to the Trustee and/or Grantors as demanded. Upon prompt and faithful performance by Grantees of all of the terms hereof and payment of all indebtedness secured, the Grantors will furnish to Grantees a release hereof but the recording cost thereof shall be paid for by the Grantees.

Any Trustee acting hereunder shall execute this trust without being required to give bond, and no Trustee shall be required to file any account or settlement in relation to this trusteeship.

Grantees agree that any notice mailed to them at their address, designated in writing, forwarded by United States Mail, first class prepaid postage, posted at least ten (10) days prior to such action by Trustee or Grantors, shall constitute commercially reasonable notice to Grantees notwithstanding that Grantees may not receive said notice, it being the intention of the parties that the Grantees are obligated to keep Trustee or Grantors supplied with a correct address at all times and without further notice. Grantees' address is correctly shown on the note secured hereby.

IN WITNESS WHEREOF, the Grantors and Grantees have executed this Deed, on this the 29 day of October, 1993.

GRANTEES:

D. KENT MCCLINTON

ANNE TYLER MCCLINTON

GRANTORS:

BENJAMIN C. TYLER

BESS H. TYLER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Benjamin C. Tyler and wife Bess H. Tyler, and D. Kent McClinton and wife Suzanne Tyler McClinton, the within named bargainor(s), 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 purposes therein contained.

Witness my hand and official seal at office in said county and state aforesaid, this the 29th day of October, 1993.

NOTARY PUBLIC

My commission expires: 1-25-97

79563
IDENTIF. ↑ REFERENCE

93 OCT 29 AM 11:23
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

7742 10/29 0101 03CHECK 386.45



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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 75000.00
				MAMT 75000.00
				CON TX 277.50
				MOR TX 83.95
				PRFEE 1.00
				WDEED 24.00
				TOTAL 386.45
				CHECK 386.45
			10/29/93 01	11:24 0001 7742

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

79563
IDENTIF. & REFERENCE

93 OCT 29 AM 11:23
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 715547