PREPARED BY:
HUNTER SHORT, ATTORNEY
2323 21ST AVENUE, SOUTH
SUITE 200
NASHVILLE, TENNESSEE 37212
(615)298-3300

**INSTALLMENT DEED**

| NEW OWNER: | SEND TAX BILLS TO: | MAP & PARCEL NO: |
|---|---|---|
| Sammy Lee Burnett<br>1175 Green Acre Dr.<br>Goodlettsville, Tn. 37080 | Same | Map 70-13<br>Parcels 96 |

FOR AND IN CONSIDERATION OF the sum of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00), of which -0- has been paid in cash by the Grantee hereinafter named, the said Grantee has given his notes of even date in the amount of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00) payable to Grantor as therein set out; reference is here made to said note for the terms and conditions thereof; 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.

I, Nathan Wall, hereinafter called the Grantor, have this day bargained and sold, and do hereby transfer and convey unto Sammy Lee Burnett, herein called Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in the 13th, formerly the 23rd, Civil District of said County, described as follows:
>
> Beginning on the southerly margin of Cliff Drive at Malcolm Patterson Mills northeast corner, said corner being 312-1/2 feet easterly from the center of the Hamilton County Road; thence with the southerly margin of Cliff Drive, South 58 degrees East 102-1/2 feet to the westerly line of Lincoln G. Curtis Home lot; thence with said line South 32 degrees West 345 feet to D. D. McPherson and wife, northeast corner; thence with their northerly line North 58 degrees West 102-1/2 feet to said Malcolm Patterson Mills southeast corner; thence with his easterly line North 32 degrees East 345 feet to the beginning.
>
> Being the same property conveyed to Nathan Wall by deed of record in Book 9288, Page 904, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing easements and restrictions of record.

The subject property is unimproved property and has never been used by the Grantor as his residence. Further, Grantee does not intend to use the subject property as a residence.

The maximum principal indebtedness secured under for Tennessee recording tax purposes is $35,000.00.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the

said Grantee, his 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 for 1994 Real Estate Taxes which Grantee assumes and agrees to pay.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said real estate to said Grantee, his 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 me in hand paid, the said Grantee herein, does hereby transfer and convey unto Hunter Short, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. I, the said Grantee, 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 insurable interest until the note herein secured is 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. I 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 I 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 I, the said Grantee, 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 I 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; I 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 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 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 20 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 courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right to redeem property as provided in T.C.A. 66-8-101, 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. I 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. I 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.

So long as the indebtedness secured hereunder remains unpaid, then the Grantee shall not convey or transfer any of their right, title or interest in the subject property or contract therefore without the prior written consent of the Grantor and upon any such conveyance or transfer or contract, without Grantor's consent, then the entire principal balance and any accumulated interest on said note shall immediately become due and payable.

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

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: The residue, if any, will be paid to the Grantee herein, his 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 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 Grantor and Grantee, have hereunto set our hands this 8th day of April, 1994.

GRANTOR:

Nathan Wall

NATHAN WALL

GRANTEE:

Sammy Lee Burnett

SAMMY LEE BURNETT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Nathan Wall and Sammy Lee Burnett, the within named bargainers, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 8th day of April, 1994.

NOTARY PUBLIC

My Commission expires: 5/25/96

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $35,000.00.

Affiant

Subscribed and sworn before me, this the 8th day of April, 1994.

NOTARY PUBLIC

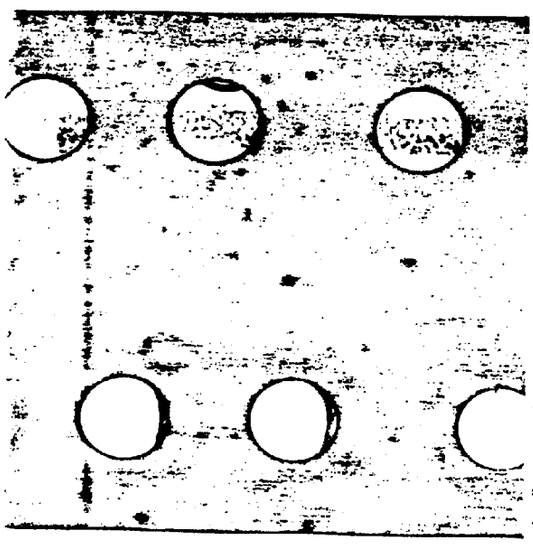
My Commission expires: 5/25/96

37162
IDENTIF. & REFERENCE

94 APR -8 PM 3:01
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

1988 04/08 0101 CHECK 184.45



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

RECEIVED OF _____

FOR _____

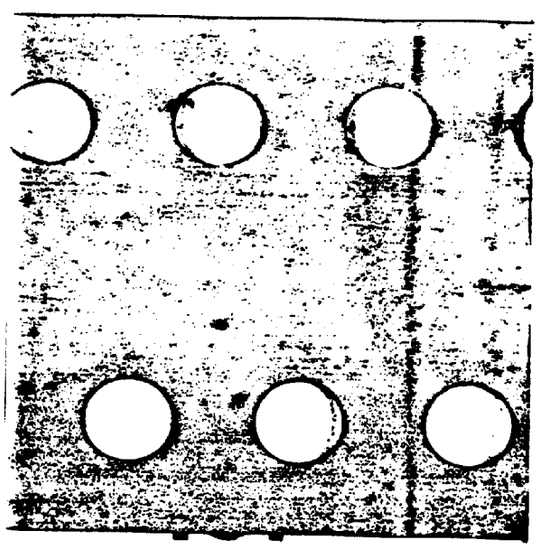
BOOK 9306 PAGE 789

| | | |
|---|---|---|
| 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 | 35000.00 |
| | | | MAMT | 35000.00 |
| | | | CON TX | 129.50 |
| | | | MOR TX | 37.95 |
| | | | PRFEE | 1.00 |
| | | | WDEED | 16.00 |
| | | | TOTAL | 184.45 |
| | | | CHECK | 184.45 |

04/08/94 01 15:03 0001 1988

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**



37162
IDENTIF. # REFERENCE

94 APR -8 PM 3:01
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 777221