INSTALLMENT DEED

FROM

TOVE N. RAWLINGS

TO

VANCE B. FOREMAN and wife,
LESA L. FOREMAN

For draftsman's use

File No. 3472
This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Vance B. Foreman, et ux (NAME)	SAME (NAME)	Map 21
7104 Lama Terra (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 247
Goodlettsville, TN 37072 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	(part)

(FOR REGISTER'S USE)

BOOK 9640 PG 291

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$53,000.00 Vance B. Foreman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 6th DAY OF April, 1995

Grace Knox
Notary Public

MY COMMISSION EXPIRES: 4-30-96

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty-three thousand and 00/100 ($53,000.00) DOLLARS

of which $26,500.00 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 vendor's lien note, of even date herewith, payable to the order of TOVE N. RAWLINGS, in the principal sum of $26,500.00, due January 1, 1996, together with interest from date at the rate of 6% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $26,500.00.

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.

Tove N. Rawlings hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Vance B. Foreman and wife, Lesa L. Foreman herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT A.

42632
IDENTIFICATION REFERENCE

93 DEC -7 AM 9:00

MAIL ENV

unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

*James W. Stinnett, Jr., Trustee, 106 Frey Street, Ashland City, Tennessee 37015

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 unincumbered.

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 *James W. Stinnett, Jr., 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 $ insb. value 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 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, the statutory right 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:

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, 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 grantees 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 5th day of April 1995.

Tove N. Rawlings
Vance B. Foreman
Lesa L. Foreman

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 9640 PG 292

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James H. Graves

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Joelton Tennessee, this 5th day of April, 19 95.

Notary Public.

Commission expires 1-27-96

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **TOVE N. RAWLINGS, VANCE B. FOREMAN and wife, LESA L. FOREMAN**, the bargainors, 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 Ashland City, Tennessee, this 6th day of April, 1995.

Grace Knox, Notary Public

My Commission Expires: 4-30-96

INSTALLMENT DEED
FROM: Tove N. Rawlings
TO: Vance B. Foreman, et ux

BOOK 9640 PG 293

Exhibit A

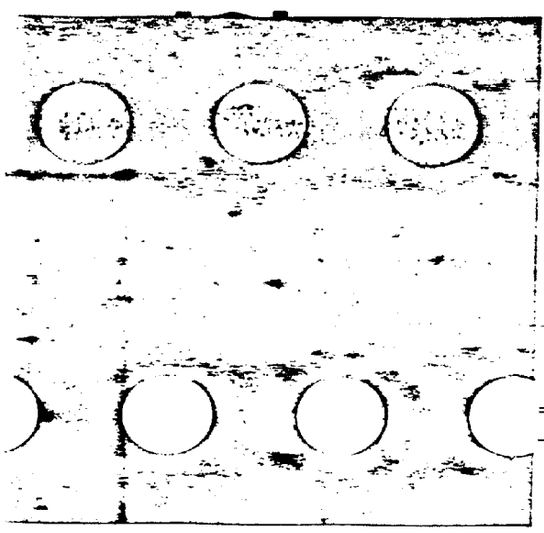
A tract of land in the First Councilmanic District, Metropolitan Nashville, Davidson County, Tennessee, being a part of Parcel 247 on Tax Map 21, and being more particularly described according to a boundary survey by Ragan-Smith-Associates, Inc., dated March 22, 1995, Job No. 95-038, as follows: **BEGINNING** at an iron pin set on the southerly right of way line of Rawlings Road, said iron pin being South 82 degrees 49 minutes 32 seconds West, 51.05 feet from an existing iron pin at the northwest corner of Parcel 350 on Tax Map 21 owned by Paul S. Daugherty, et ux, by Deed Book 8126, page 401, Register's Office for Davidson County, Tennessee; thence, with a line severing Parcel 247 and being parallel to and 50 feet west of the west line of Parcel 350 South 4 degrees 28 minutes 33 seconds West, 1035.00 feet to an iron pin set; thence, continuing with severance line North 85 degrees 31 minutes 27 seconds West, 215.47 feet to an iron pin set; thence, continuing with severance line North 4 degrees 28 minutes 33 seconds East, 990.57 feet to an iron pin set on the south right of way line of Rawlings Road; thence, with the south right of way line, being 25 feet south and parallel to the center of Rawlings Road North 82 degrees 49 minutes 32 seconds East, 220.00 feet to the point of beginning, and **containing 218,223 square feet or 5.010 acres, more or less**, according to survey of Roger H. Fuqua, Tennessee Registered Land Surveyor Number 502, Ragan-Smith-Associates, Inc., 315 Woodland Street, Nashville, Tennessee 37206, dated March 22, 1995.

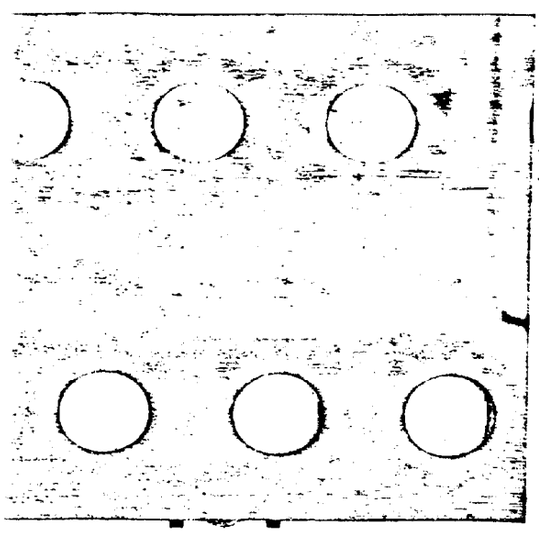
BEING a part of the same property conveyed to Joseph W. Rawlings and wife, Tove N. Rawlings, by quitclaim deed of record in Book 4883, page 196, Register's Office for Davidson County, Tennessee. The said Joseph W. Rawlings is deceased, and Tove N. Rawlings acquired the entire fee as the surviving tenant by the entirety.

James H. Graves, husband of Tove N. Rawlings, joins in this conveyance for the purpose of conveying any interest he may have in the above described property.

The 1995 land taxes will be prorated between the parties.

237.50





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9640 PG 294

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 53000.00	
			MAMT 26500.00	
			DEN TX 196.10	
			MOR TX 28.18	
			PRFEE 1.00	
			WDEED 12.00	
			TOTAL 237.28	
			CHECK 237.28	
		09/07/95	01 09:09 0001 8740	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

49632

IDENTIFICATION REFERENCE

95 SEP -7 AM 9:09

No. 898250