MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS $129,000.00.

THIS INSTRUMENT PREPARED BY:
LOCKERT LAW FIRM
105 Sycamore Street
Ashland City, TN 37015

INSTALLMENT DEED

FROM: NANCY JEAN DALTON

MAP 119-1, PARCEL 248
6DA-05920 AND 6DA-05905

TO: MARK DALTON
312 RANDAL DRIVE
NASHVILLE, TN 37211

SEND TAX STATEMENTS TO SAME

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED TWENTY-NINE THOUSAND AND NO/100 ($129,000.00) DOLLARS, of which $zero has been paid in cash by the Grantee as down payment hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed a promissory note in the principal sum of $129,000.00, together with interest at the rate of five (5%) per annum and payable to the order of Nancy Jean Dalton in accordance with terms and conditions of said promissory note 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, NANCY JEAN DALTON hereinafter called the GRANTOR, have this day bargained and sold, and does hereby transfer and convey unto MARK DALTON, herein called GRANTEE, his heirs and assigns, certain real estate situated in the County of Davidson, Tennessee, as follows:

BEING TWO (2) parcels of land located in Davidson County, Tennessee, described as follows, to-wit:

PARCEL ONE (1): BEING Lot Number 178 on the Plan of Overhill City and W. H. Fox Subdivision of part of Cumberland Nurseries of record in Book 332, page 21, Register's Office for said county. Said Lot Number 178 fronts 50 feet on the westerly side of Foster Avenue and runs back between parallel lines 150 feet to an alley.

PARCEL TWO (2): BEGINNING at an iron pin in the westerly right-of-way of Foster Avenue, said iron pin described as being 25.50 feet from the centerline of said Avenue; and further described as being 165.50 feet from right-of-way of Glenrose Avenue; thence leaving the westerly right-of-way of Foster Avenue, North 88 deg. 16' West a distance of 150.00 feet to an iron pin in the easterly right-of-way of an alley; thence with the easterly right-of-way of the alley, North 2 deg. 30' East a distance of 100.00 feet to an iron pin; thence North 2 deg. 25' East a distance of 48.7 feet to a point in the southerly right-of-way of Glenrose Avenue; thence leaving the alley and with the southerly right-of-way of Glenrose Avenue; South 89 deg. 21' East a distance of 130.00 feet to a point in the southerly right-of-way of Glenrose Avenue; thence in a southeasterly direction along a curve having a radius of 20 feet, 32.1 feet to a point on the westerly right-of-way of Foster Avenue; thence along the westerly right-of-way of Foster Avenue, South 2 deg. 31' West a distance of 131.5 feet to the point of beginning, being a lot situated in the County of Davidson, State of Tennessee.

AND BEING the same property conveyed to Nancy Jean Dalton by Warranty Deed November 27, 1985, from Charles E. Ferrell and wife, June Elaine Ferrell, of record at Book 6721, page 377, Register's Office for Davidson County, Tennessee.

THIS DEED is prepared from information of prior deed furnished by Grantor.

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.

I further covenant and bind myself, my 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, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Grantees herein do transfer and convey unto Nancy Dalton, Trustee, of Ashland City, Tennessee, 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 a least the sum of insurable amount 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 full force, 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 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 Courthouse 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 conveyance. We agree that the Trustee, may at anytime, 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 delivery to him by the Trustee of a deed of 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 advise 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 line; 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 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 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.

If all or any part of the hereinabove described property or any legal or equitable interest therein is voluntarily or involuntarily sold, conveyed in trust, or otherwise transferred, without Grantors prior written consent, Grantors, may at their option, declare the Indebtedness to be immediately due and payable. Above described property cannot be sold, assigned, nor used as collateral, without consent and permission of the Grantor. If property is sold the remaining debt due thereon shall be paid in full at date of closing the sale. In the case of the death of the Grantee the note is immediately called and accelerated, due and payable in full within thirty days.

IN WITNESS WHEREOF, we, the said Grantor and Grantee, have hereunto set our hands this the 13th day of December, 1996.

MARK DALTON

NANCY JEAN DALTON

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 Mark Dalton, Nancy Jean Dalton, 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 the 13th day of December, 1996.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 10, 1998

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

The actual consideration or value, whichever is greater, for this transfer is $129,000.00.

AFFIANT

Subscribed and sworn to before me, this the 13th day of December, 1996.

MY COMMISSION EXPIRES:
May 10, 1998

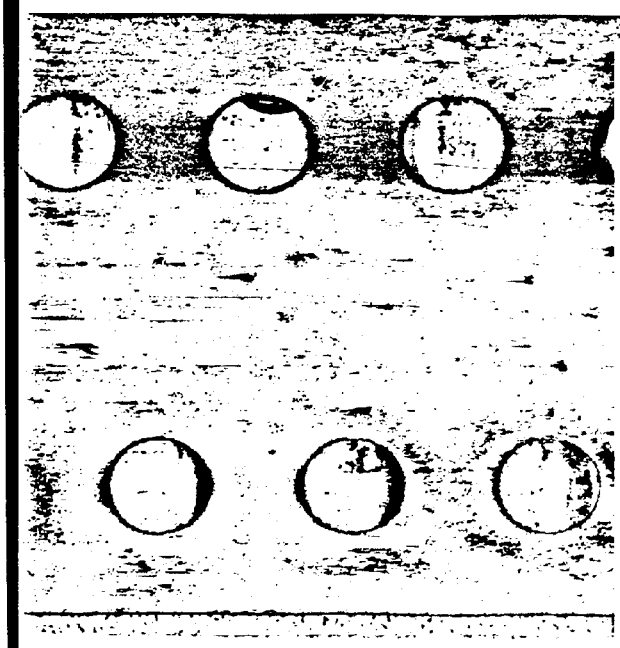
NOTARY PUBLIC

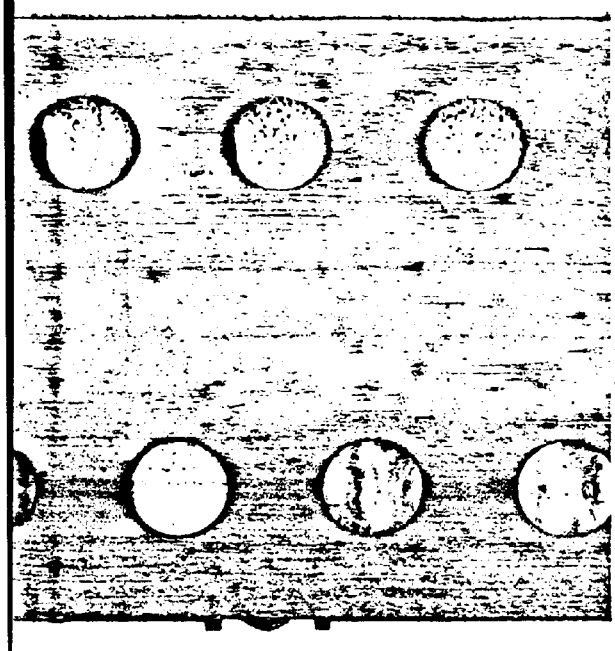
V. JOYCE LOYD NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

0255682
IDENTIF. ↑ REFERENCE

96 DEC 13 PM 2:14
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

5527 12/13 0101 03CHECK 636.35





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10290 PG 66

CO CONVEYANCE
MO MORTGAGE
WD WARRANTY DEED
TD TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 129000.00
				MAMT 129000.00
				CON TX 477.30
				CON TX 146.05
				VOID
				CON TX 146.05-
				MOR TX 146.05
				PRFEE 1.00
				WDEED 12.00
				TOTAL 636.35
				CHECK 636.35

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/13/96 01 14:16 0001 5527

0255682
IDENTIF. ↑ REFERENCE

96 DEC 13 PM 2:14
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1098146

[redacted]