THIS INSTRUMENT WAS PREPARED BY:
ROY A. MILES, JR., ATTORNEY AT LAW
1215 FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238-1215

BOOK 11332 PAGE 369

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 75,000.00 ."

INSTALLMENT DEED

FROM: CLIFTON A. HORNBUCKLE, SR., AND WIFE
JUANITA J. HORNBUCKLE

TO: CLIFTON A. HORNBUCKLE, JR.

Address New Owner as Follows:
Clifton A. Hornbuckle, Jr.
2951 River Drive Court
Nashville, Tennessee 37218

Map 81-1
Parcel 83

Send Tax Bills to: Same

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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

Clifton A Hornbuckle
AFFIANT

SWORN TO AND SUBSCRIBED before me, this the 8th day of February, 1999.

Judith Ann Ingram
NOTARY PUBLIC

My commission expires: 5/27/2001

FOR AND IN CONSIDERATION of Seventy-Five Thousand ($75,000) Dollars to secure the payment of said note or notes, including both principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, CLIFTON A. HORNBUCKLE, SR., and Wife,
JUANITA J. HORNBUCKLE,

hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto

CLIFTON A. HORNBUCKLE, JR.,

hereinafter called the Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee, being more fully described, according to old deeds and surveys on adjoining properties, as follows:

Beginning at the south corner of Section II, Northside Addition, as recorded in Book 2330, page 121, R.O.D.C., Tennessee, and proceeding as follows:

1. With the north line or a tract vested in Clifton Hornbuckle by deeds recorded in Book 1515, page 370, and Book 5344, page 896, R.O.D.C., Tennessee,

S 57° 45' 28" W 50.74 +/- feet to the southeast corner of a tract vested in Hornbuckle Plumbing Co. by deed recorded in Book 2751, page 401, R.O.D.C., Tennessee; thence,

2. With Hornbuckle Plumbing Company's northeast line N 32° 14' 32" W 165 +/- feet; thence,

3. N 57° 45' 48" E 26.33 +/- feet to the west line of Northside Addition; thence,

4. With said line S 40° 39' 32" E 166.80 +/- feet to the beginning and containing 6,358 square feet or 0.146 of an acre, more or less.

BEING the same property conveyed to Clifton A. Hornbuckle and wife, Juanita J. Hornbuckle, by Quitclaim Deed from L. D. Hornbuckle et ux., Jean Hornbuckle, of record in Book 7859, page 340, R.O.D.C., Tennessee.

This is improved property known as 2951 River Drive Court, Nashville, Tennessee 37218.

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. 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 unencumbered.

We further covenant and bind ourselves, our 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 proceeding 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 ($1.00) Dollar, to us in hand paid, I, the said grantee herein do hereby transfer and convey unto ROY A. MILES, 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. 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 $75,000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy of 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 payments. 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, or 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 thirty (30) days from date of such payments, 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 twenty (20) days' notice by three (3) 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, 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 them. 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. 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 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 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 WHEREOF, we, the said Grantors and Grantee, have hereunto set our hands this the 3rd day of February, 1999.

Clifton A. Hornbuckle, Sr.
CLIFTON A. HORNBUCKLE, SR., Grantor

Juanita E. Hornbuckle
JUANITA J. HORNBUCKLE, Grantor

Clifton A. Hornbuckle Jr.
CLIFTON A. HORNBUCKLE, JR., Grantee

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

Personally appeared before me, Donna L. Shadle, a Notary Public in and for said county and state, CLIFTON A. HORNBUCKLE, SR., and Wife, JUANITA J. HORNBUCKLE, the within-named Grantors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the persons hereinabove named), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal of office on this the 3RD day of FEBRUARY, 1999.

Donna L. Shadle
NOTARY PUBLIC

My commission expires:

01-29-2000

DONNA L. SHADLE
MY COMMISSION # CC 528233
EXPIRES: January 29, 2000
Bonded Thru Notary Public Underwriters

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Jennifer Ann Linscomb, a Notary Public in and for said county and state, CLIFTON A. HORNBUCKLE, JR., the within-named Grantee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the persons hereinabove named), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal of office on this the 8th day of February, 1999.

Jennifer Ann Linscomb
NOTARY PUBLIC

My commission expires:

5/27/2001

99FEB-8 PM 3:02

0546614

IDENTIFIED AS REFERENCE

380.45

- 4 -

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 11332 PAGE 373

RECEIVED OF _____

FOR _____

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	CFEE	COMPUTER FEE	PRFEE	PROBATE FEE

CONT 75000.00
MAMT 75000.00
CO TX 277.50
MO TX 83.95
PRFEE 1.00
MISC 16.00
CFEE 2.00
TOTAL 380.45
CHECK 380.45

02/08/99 01 15:01:0001 3298

0546614

IDENTIFICATION REFERENCE

99FEB -8 PM 3:02

REGISTER
DAVIDSON COUNTY, TN.

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1422598