Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Cynthia Hastings LaBonne (NAME)	same (NAME)	130-4
28 Lake Trail (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	35
Greenwood Lake, NY 10925 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of One ($1.00) Dollar and other good and valuable consideration *Dollars, of which* has been paid *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Sixty-Seven Thousand Five Hundred ($167,500.00) *Dollars,* Cynthia Hastings LaBonne *has executed* an installment deed note payable to George S. Hastings in the amount of One Hundred Sixty-Five Thousand Five Hundred ($167,500.00) Dollars payable by the payment of interest at the rate of seven and one-half (7.5%) percent per annum payable in monthly installments in the amount of One Thousand Forty-Six and 88/100 ($1,046.88) Dollars commencing on June 1, 1999, with a total of seven (7) monthly payments being made and the principal balance in the amount of One Hundred Sixty-Seven Thousand Five Hundred ($167,500.00) Dollars being due and payable on January 1, 2000.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, George S. Hastings has ~~this day bargained and sold, and by these presents do~~ bargain, sell and convey unto the said his one-half interest and does hereby transfer and convey same unto the said Cynthia Hastings LaBonne her *the Grantee herein, (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

LAND in Davidson County, Tennessee, being Lot No. 22 on the Map of Comptonwood Subdivision as of record in Book 974, Page 10 of the Register's Office for Davidson County.

SAID Lot No. 22 fronts 100 feet on the easterly side of Estes Avenue or the Old Compton Road and runs back between parallel lines 307.5 feet to a dead line.

FURTHER being the same property inherited by George S. Hastings, Jr. and his sister Cynthia Hastings LaBonne as a result of the death of their father George S. Hastings, Sr., and then the subsequent death of their mother Cornelia V.K. Hastings pursuant to the terms of the Will of Cornelia VanKleeck Hastings, said Will being probated in the Probate Court of Davidson County, Tennessee, docket number 98P-591.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 167,500%."

STATE OF ~~TENNESSEE~~ Mississippi
COUNTY OF ~~DAVIDSON~~ Lafayette

The actual consideration or value whichever is greater, for this transfer is $ 167,500.00

Affiant

Subscribed and sworn to before me, this the 3rd day of June, 1999.

Notary Public

My commission expires: My Commission Expires June 22, 2002
(Affix Seal)

unimproved ( ) This is improved (X) property, known as 4214 Estes Road (House Number) (Street) Nashville, TN (P.O. Address: City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 said real estate to said Grantees, their (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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 the sum of $, or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforeasid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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, 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, representatives or assigns.

BOOK 11569 PAGE 615

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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 3rd and 17th *day of* June *19*99*, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

X J S Hastings III

X Cynthia Hastings LaBonne

99 JUL 13 AM 8:12

REGISTER'S OFFICE DAVIDSON COUNTY, TN.

MAIL ENV.

DEED & REFERENCE

06010769

STATE OF MISSISSIPPI
COUNTY OF Sunflower

Personally appeared before me, Bettina Seduccia, *a Notary Public in and for said County and State,* George S. Hastings

The within named 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 Sunflower, Mississippi, *this* 3rd *day of* June, *1999.*

Bettina Seduccia *Notary Public*

Commission expires My Commission Expires June 22, 2002

STATE OF NEW YORK)
COUNTY OF ORANGE)

Personally appeared before me, MARTHA D. PAGAN, a Notary Public in and for said County and State, Cynthia Hastings LaBonne, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at GREENWOOD LAKE, New York, this 17th day of June, 1999.

Martha D. Pagan
Notary Public

MARTHA D. PAGAN
Notary Public, State of New York
No. 01PA5070605
Qualified in Orange County
Commission Expires 12-23-2000

My Commission Expires 12-23-2000

INSTALLMENT DEED

FROM

TO

Compliments of
Chicago Title Insurance Company
First Floor — First American Center

Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11569 PAGE 616

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

06010769

99 JUL 13 AM 8:12

CONT	167500.00
CONT	167500.00
CO-V TX	619.75
MOR TX	191.32
PRFEE	1.00
WDEED	8.00
CFEE	2.00
TOTAL	821.07
CHECK	821.07

08:14 0001 1522

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1489868