This Form furnished by Attorneys Title Company, Inc. INSTALLMENT DEED Form No. WD-4

FROM

H. E. McClanahan and wife,

Katherine T. McClanahan

TO

Gerald E. Farris and wife,
Emmie Marie Farris

For draftsman's use

THIS DEED PREPARED BY:
James L. Fuqua, Jr
420 Stahlman Building
Nashville, Tennessee 37201

BOOK 4553 PAGE 380

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gerald E. Farris, et ux (NAME)	Same (NAME)	Map 51-4
101 Webster Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 66
Madison, Tennessee 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 116,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11 DAY OF October 1971

[signature]
Notary Public

MY COMMISSION EXPIRES: Oct 23-1971

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Sixteen Thousand Five Hundred and no/100($116,500.00)------------------------------------- DOLLARS

of which $ 1.00 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 given their installment deed note for $116,500.00 at 7 1/2% per annum payable $938.53 per month for 240 consecutive months with the first payment due 1 September 1971 and a like payment on the first of each consecutive month thereafter and containing other provisions for the details of which reference is made to the note.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $116,500.00. Affiant [signature]
Subscribed and sworn to before me this 15th day of November 1971

Deputy Register [signature]

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,

H. E. McClanahan and wife, Katherine T. McClanahan

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Gerald E. Farris and wife, Emmie Marie Farris,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract No. 1:
~~A tract of~~ land in the 11th, formerly the 19th Civil District of Davidson County, Tennessee, described according to a survey made by Cantrell, Connell and Morrison, Engineers, February 9, 1955, as follows:

Beginning at an iron pin on the northerly margin of Webster Street, the easterly line of the property conveyed to Nashville Pistol and Revolver Club, Inc. by deed from W. M. Graham and wife, of record in Book 1810, page 469, Register's Office fo said County; thence with said Street, south 64° east 150 feet to an iron pin; thence north 23° 30' east 150 feet; thence westwardly 161 feet, more or less, to the easterly line of the Nashville Pistol and Revolver Club, Inc. property; thence with their easterly line, south 18° 33' west 150 feet to the beginning.

Being the same property conveyed to H. E. McClanahan and wife, Katherine T. McClanahan, by deed of record in Book 2392, page 87, Register's Office of Davidson County, Tennessee.

Tract No. 2:
A tract of land in the 11th, formerly the 19th, Civil District of Davidson County, Tennessee, described according to a survey made by Cantrell, Connell and Morrison, Engineers, February 9, 1955, as follows:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Beginning at an iron pin in the easterly line of the property conveyed to the Nashville Pistol and Revolver Club, Inc. by deed from W. M. Graham and wife, of record in Book 1810, page 469, Register's Office for said County, being 150 feet north of the northerly margin of Webster Street; thence with their easterly line, north 18° 33' east 112.5 feet to Cartwright's southerly line; thence with said line, south 55° east 175 feet; thence south 23° 30' west 80 feet, more or less, to a point 150 feet north of the northerly margin of Webster Street; thence westwardly 161 feet, more or less, to the beginning.

Being the same property conveyed to H. E. McClanahan and wife, Katherine T. McClanahan, of record in Book 2392, page 99, Register's Office for Davidson County, Tennessee.

By agreement this instrument terminates the lease between the parties and all other agreements written or oral. The grantors are hereby given the privilege of occupying rent free for 12 months from the date of this deed the second floor office now used by them and an option to lease the same sprace for one year thereafter for $30.00 per month including utilities. This privilege is not assignable. All the sellers rights in and to a concrete bridge located on the property are also herein conveyed.

This is improved property, known as 101 West Webster Street, Madison, Tennessee, 37115.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, 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 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 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 avoiding unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as herein 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 L. Fuqua, 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, the replacement value of the improvements insured in some reliable fire insurance company or companies for at least $ [illegible] to the extent of the unpaid principal indebtedness evidenced by the notes herein recited are fully paid, and to have the loss, if any, made payable on the policy or policies to the 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 thereon, 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 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, 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 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 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 WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1 day of September 1971.

Gerald E. Farris — H. E. McClanahan

Emmie Marie Farris — Katherine K McClanahan

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, L. O. Hardaway, a Notary Public in and for said County and State, the within named H. E. McClanahan and Wife Katherine K. McClanahan and Gerald E. Farris and Wife Emmie Marie Farris

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 Madison Tennessee, this 11 day of October, 1971

L. O. Hardaway, Notary Public.

Commission expires October 23, 1971

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I am personally acquainted, and who, upon oath, acknowledged .....self to be.....

.....of the.....,

the within named bargainor, a corporation, and that .....he as such .....,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by.....self as .....

Witness my hand and seal, at office in .....,

this .....day of .....19.....

....., Notary Public.

Commission expires .....

NOV 15 7-	CONV	90,000.00			
NOV 15 7-	CONV	26,500.00			
NOV 15 7-	MORT'G	90,000.00			
NOV 15 7-	MORT'G	26,500.00			
NOV 15 7-	S'TAX		A*	302.90	
NOV 15 7-	S'TAX		A*	114.50	
NOV 15 7-	PB'FEE		A*	.50	
NOV 15 7-	W'DEED		A*	8.00	* 425.90

B 3 7 9 5 7

IDENTIF. REFERENCE

Nov 15 3 21 PM '71

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.