ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4940 PAGE 410	MAP-PARCEL NUMBERS:
JOHN P. SAAD & SONS, INC. (NAME)	SAME (NAME)	133
3655 Trousdale Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	104
Nash. Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	pw

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Eighteen Thousand Nine Hundred and no/100 ($18,900.00) ---------- DOLLARS

of which $ none 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 an installment deed note of even date herewith payable to the order of Rosalie Joseph Saad, in the principal sum of Eighteen Thousand Nine Hundred ($18,900.00) Dollars payable in approximately 120 months in installment payments in the approximate amount of $192.37, including both principal and interest at the rate of 4 %.

THIS INSTRUMENT PREPARED BY: Jude T. Lenahan
HAYNES & SMITH
1601 1/2 Buchanan Street
Nashville, TN. 37208

AUG 11 75	CONV	18,900.00			
AUG 11 75	MORT'G	18,900.00			
AUG 11 75	S'TAX		A*	49.14	
AUG 11 75	S'TAX		A*	16.90	
AUG 11 75	TRFEE		A*	.50	
AUG 11 75	W'DEED		A*	4.00	* 70.54

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.

Rosalie Joseph Saad

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

John P. Saad & Sons, Inc.

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

Beginning at a point fifty and eighty five hundredths (50.85) ft. measured North 89 deg. 34' East along a line from a point in the center line of tract No. 167-B of the Nashville Division, formerly the Lewisburg Division, of the railroad of the party of the first part at Valuation Station 509+48.91, which point is thirty one hundred eighty eight and ninety one hundredths (3188.91) feet measured southwardly along the center line of said tract No. 167-B from Mile Pole 190 from Louisville, Kentucky; thence North 90 deg. 34' East a distance of one hundred forty (140) feet to a point in the west line of Trousdale Road; thence South 0 deg. 36' East along the west line of said road a distance of twenty three (23) feet to a point; thence South 0 deg. 46' East continuing along the west lien of said road a distance of one hundred seven (107) feet to a point; thence South 89 deg. 14' west a distance of one hundred fifty (150) feet to a point fifty six (56) feet, more or less, measured eastwardly along a radial line from a point in the center line of said tract No. 167-B; thence North 3 deg. 37' East a distance of one hundred thirty one and twenty two hundredths (131.22) ft. to the point of beginning, containing forth three hundredths (0.43) acre, more or less, being a part of the same property conveyed to the party of the first part by the Lewisburg and Northern Railroad Company by deed dated October 1, 1915, recorded in Deed Book 475, page 590, in the Register's Office, Davidson County, Tennessee.

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

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 convenant that we are lawfully seised 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 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 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 granters 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 $ 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 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 17 day of June 19 75

X John P. Saad Jr. X Rosalie Joseph Saad

Rosalie Joseph Saad

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 18,900.00

Affiant

Subscribed and sworn to before me, this the 17th day of June 19 75

My commission expires My Commission Expires Mar. 31, 1979 (Affix Seal)

Notary Public Stephen J. Norman

STEPHEN J. NORMAN NOTARY PUBLIC DAVIDSON CO.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Stephen J. Norman a Notary Public in and for said County and State, the within named Rosalie Joseph Saad the 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 Nashville this 17th day of June 19 75

Commission Expires My Commission Expires Mar. 31, 1979

Notary Public Stephen J. Norman

STEPHEN J. NORMAN NOTARY PUBLIC DAVIDSON CO.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Stephen J. Norman a Notary Public of the State and County aforesaid, personally appeared John P. Saad Jr. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the John P. Saad & Sons Inc. 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 himself as

Witness my hand and seal, at office in Davidson County this 17th day of July 19 75

Commission Expires My Commission Expires Mar. 31, 1979

Notary Public Stephen J. Norman

STEPHEN J. NORMAN NOTARY PUBLIC DAVIDSON CO.

INSTALLMENT DEED

FROM ROSALIE JOSEPH SAAD

TO JOHN P. SAAD & SONS, INC.

IDENTIF. REFERENCE

AUG 11 3 28 PM '75

REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 18,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF Aug 1975.

Deputy Register

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1005—HESSEY 4-1-75