This instrument prepared by Thomas O. H. Smith, Jr., Attorney, 1128 J. C. Bradford Bldg., Nashville, Tennessee, 37219.

Installment Deed

BOOK 4964 PAGE 344

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
G. Van Kirkland, et ux (NAME:)	G. Van Kirkland, et ux (NAME:)	
1625 Otter Creek Road (STREET ADDRESS OR ROUTE NUMBER)	1625 Otter Creek Road (STREET ADDRESS)	145
Nashville, Tenn. (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	45 pt

FOR AND IN CONSIDERATION of the sum of ----------($76,000.00)---------- Dollars, of which ----------Fifteen Thousand Two Hundred ($15,200.00) and No/100---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder ----------Sixty Thousand Eight Hundred ($60,800.00)---------- Dollars,

G. Van Kirkland and wife, Doris Idella Kirkland have executed their promissory note in the amount of $60,800.00 payable $500.00 per month including principal and interest at the rate of 8% per annum for 10 years and one payment of $ 43,481.10

OCT 23 IN	CONV	76,000.00	
OCT 23 IN	MORT'G	60,800.00	
OCT 23 IN	S'TAX		A* 197.60
OCT 23 IN	S'TAX		A* 58.80
OCT 23 IN	PR'FEE		A* .50
OCT 23 IN	W'DEED		A* 4.00 * 260.90

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney fee, a lien is expressly retained on the land herein conveyed,

Virginia Neil Johnson

have this day bargained and sold, and do hereby transfer and convey unto the said

G. Van Kirkland and wife, Doris Idella Kirkland

their (successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A certain parcel of land containing 12.107 acres, according to a survey thereof, made on June 10, 1949, by George W. Watkins, Surveyor, which tract of land is siutated in the 7th Civil District of Davidson County, Tennessee, and being the northern part of Lot No. 2 of the Bumpass lands of record in Minute Book "B.B", pages 192-193, in the Circuit Court for said County, described according to said survey as follows: BEGINNING at the southeast corner of Lot No. 1 of said Bumpass plan, which is 2231 feet southerly of the northeast corner of said Bumpass lands; thence south 1° 30' 365 feet to a point said line being with the east boundary of Lot No. 2 of said plan, and with the west boundary of the property of Carl Story; thence north 88° West 1520 feet to a point in the eastern line of the property of Mabel Ward and Arline Ziegler, and being 649' northerly from a stone, the southwest corner of Lot No. 3 of said Bumpass lands; thence with the west boundary of said Lot No. 2, and the east boundary of the said Ward and Zeigler property, north 7° E. 324.5' to the northwest corner of Lot No. 2 of the said Bumpass lands; thence with the line between Lots Nos. 1 and 2, north 89° East 1485 feet to the point of beginning, and being tract No. 1 of a division of Lots Nos. 2 and 3 by E. R. Southgate, Surveyor, in 1945.

Being the same property conveyed to Murray M. Johnson, Jr., and wife, Virginia Neil Johnson, by deed from Mattie M. Mays, of record in Book 1489, page 113, Register's Office for Davidson County, Tennessee, as corrected by deed of record in Book 1729, page 374, said Register's Office. The said Murray J. Johnson, Jr., having since died.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 76,000.00

Subscribed and sworn to before me, this the 29 day of August 19 75

Affiant

My commission expires: 2-11-78 (Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

This is improved ( ) unimproved (X) property, known as 1625 Otter Creek Road, Nashville, Tennessee (House Number) (Street) 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

G. Van Kirkland and wife, Doris Idella Kirkland, their (successors), 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 said real estate to said

G. Van Kirkland and wife, Doris Idella Kirkland, 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 G. Van Kirkland and wife, Doris Idella Kirkland

hereinafter referred to as trustors, hereby transfer and convey unto James Vance, 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 $ 76,000.00, 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 aforesaid, 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.

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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness hand this 29th day of August, 19 75, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

/s/ Virginia Neil Johnson

/s/ G. Van Kirkland

/s/ Doris Idella Kirkland

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lynch D. Bennett, Jr. *, a Notary Public in and for said County and State,* Virginia Neil Johnson .

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 Nashville *Tennessee this* 29th *day of* August, *19* 75

Commission expires 2-11-78

/s/ Lynch D. Bennett, Jr. *Notary Public*

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Lynch D. Bennett, Jr., a Notary Public in and for said County and State, G. Van Kirkland and wife, Doris Idella Kirkland, the within named 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 Nashville, Tennessee this 29th day of August, 1975.

/s/ Lynch D. Bennett, Jr.
Notary Public

My Commission Expires: 2-11-78

INSTALLMENT DEED

FROM
Virginia Neil Johnson

TO
Van Kirkland and wife,
Doris Idella Kirkland

D 21272

IDENTIF. REFERENCE

OCT 23 11 31 AM '75

FELIX J. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title
Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201