This instrument was prepared by Rebecca Thomas, Attorney
300 James Robertson Parkway, Nashville, Tennessee 37201

mail to

BOOK 4992 PAGE 367

INSTALLMENT DEED

ADDRESS NEW OWNERS AS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Tom Rollins & Alf Rollins 1200 Old Hickory Blvd. Nashville, TN 37207	Same	43-16-56

FOR AND IN CONSIDERATION of One Hundred Thousand & 00/100 Dollars ($100,000), of which Fifteen Thousand & 00/100 Dollars ($15,000) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Eighty Five Thousand & 00/100 Dollars ($85,000), Tom Rollins and Alf Rollins, the grantees herein, have executed their promissory note of even date herewith, payable to Ann Marlowe Morris, bearing interest at the rate of 7.75% per annum, and providing for payment of principal and interest in monthly installments of $800.09, commencing February 28, 1976, with final payment due January 28, 1991; and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed; I,

ANN MARLOWE MORRIS,

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

TOM ROLLINS and ALF ROLLINS,

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

Land in Davidson County, Tennessee, being Lots 1 to 14 on the Revised Subdivision of Colonial Bluff, part of the Anderson Lands, as shown on the Plan of record in Book 974, page 23, Register's Office for said County, together with that portion of a 20 foot street closed by declaration in Book 2297, page 304, lying south of Lots Nos. 9 to 14, inclusive, and that part of an unnumbered strip lying south of the 20 foot street lying south of Lots Nos. 9 to 14 on said Plan, which said land is further designated as being Tract IV, on a survey made August 12, 1953, by Z. J. Wilkinson, Surveyor, attached to the deed from Myrtle Anderson Marlowe to Ann Marlowe Morris, as of record in Book 2298, page 196, said Register's Office, as follows:

BEGINNING at an iron pin in the southerly margin of the right of way of Old Hickory Boulevard, this being the common corner of Tracts III and IV; thence South 1° 45' West 151.35 feet to an iron pin; thence North 87° 25' West along a fence, 699.35 feet to an iron pin; thence North 1° 45' East 141 feet to an iron pin in the southerly margin of Old Hickory Boulevard; thence with the margin of the same, South 88° 15' East 699.93 feet to the point of beginning, containing 2.35 acres.

Being part of the property conveyed to Ann Marlowe Morris, by deed from Myrtle Anderson Marlowe, as of record in Book 2298, page 196, said Register's Office.

Included in the above described property, but excluded therefrom is the following described property.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

Subscribed and sworn to before me,
this 28th day of January, 1976.

Tom Rollins
Affiant

My comm'n. expires: 7-1-79

Rebecca Thomas
Notary Public

Being part of Lots 1 to 14 on the Revised Subdivision of Colonial Bluff, part of the Anderson Lands, as shown on the Plan in Book 974, page 23, Register's Office for said County, together with that portion of a 20 foot street, closed by declaration in Book 2297, page 304, lying south of Lots 9 to 14, inclusive, and that part of an unnumbered strip lying south of the 20 foot street lying south of Lots 9 to 14 on said plan.

BEGINNING at a point in Anne Marlowe Morris' northeast property corner said point being also in T. A. Marlowe's northwest property corner; thence running South 45° West 99 feet more or less along Morris' easterly boundary line to a point; thence running northwest 184 feet more or less, around a curve to the right along a line at all points 139 feet south of the proposed centerline to station 100 plus 07; thence running North 74° 11' West 313 feet to a point on Morris' northerly boundary line; thence running southeast 492 feet more or less, along Morris' northerly boundary line back to the point of beginning, containing 0.61 acres more or less.

Included but excluded:

BEGINNING at a point in the southerly right-of-way of State Route 45 (Old Hickory Boulevard), said point being Ann Morris' northeasterly corner and T. A. Marlowe's northwesterly corner; thence South 1° 45' West 52.35 feet to a point; thence North 87° 25' West 34 feet to a point; thence North 59° 42' West 177 feet to a point; said point being on a curve to the left with a radius of 846.2 feet; thence with said curve 192 feet, more less, to the point of beginning and containing 0.138 acre, more or less.

Being the same property in final judgment in Book 4454, page 733, Register's Office for said County.

This is improved property known as 1200 Old Hickory Boulevard, Nashville, Tennessee 37207.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said TOM ROLLINS and ALF ROLLINS, their 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 TOM ROLLINS and ALF ROLLINS, their heirs and assigns, against the lawful claims of all persons.

William L. Morris, husband of Ann Marlowe Morris, joins in this deed for the purpose of conveying all right, title and interest in the above described property which he may own as the husband of Ann Marlowe Morris.

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 hereby acknowledged, the said TOM ROLLINS and ALF ROLLINS, hereinafter referred to as trustors, hereby transfer and convey unto JOHN J. ARCHER, 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 $85,000.00, 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.

If the said trustors, TOM ROLLINS and ALF ROLLINS, or either of them, should convey the above described property or any interest therein to any other party without first obtaining written consent of the holder of the note secured by this instrument, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in said property, or should any party obtain an interest by attachment or sale in accordance with the orders of any court of competent jurisdiction, or by any other means other than inheritance or devise, the entire principal balance and interest accrued thereon shall become immediately due and payable at the option of the holder, who may institute such proceedings, including foreclosure in the manner and upon the terms hereinafter set forth, as he may deem necessary to enforce payment of said indebtedness. Said holder, however, may consent to such transfer, provided that such consent shall not release or alter in any manner the liability of said trustors or of any party who has assumed said indebtedness, and further provided that any such waiver or consent for one transfer shall not preclude the holder of said note from declaring same due and payable for any subsequent transfer.

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 7.75% 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 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

WITNESS our hands this 28th day of January, 1976, at Nashville, Tennessee.

Ann Marlowe Morris
Ann Marlowe Morris

Tom Rollins
Tom Rollins

William L. Morris
William L. Morris

Alf Rollins
Alf Rollins

FILED JAN 28 3 38 PM
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.
TENNESSEE REFERENCE

D 33935

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Rebecca Thomas, a Notary Public in and for said State and County, Ann Marlowe Morris and husband, William L. Morris; and Tom Rollins and Alf Rollins, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, at office, in Nashville, Tennessee, this 28th day of January, 1976.

REBECCA THOMAS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Rebecca Thomas
Notary Public

My commission expires: 7-1-78

JAN 28 76	CONV	90,000.00			
JAN 28 76	CONV	10,000.00			
JAN 28 76	MORT'G	85,000.00			
JAN 28 76	S'TAX		B*	260.00	
JAN 28 76	S'TAX		B*	83.00	
JAN 28 76	PR'FEE		B*	.50	
JAN 28 76	W'DEED		B*	8.00	* 351.50