THIS INSTRUMENT PREPARED BY:
James L. Smith, Attorney
140 N. Main Street
Goodlettsville, TN 37072

Installment Deed

BOOK 5017 PAGE 712

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
W.C. Moncrief, Jr. and	Same	MAP 33
W.C. Moncrief, III (NAME)	(NAME)	PAR 120
209 Dupont St (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	M·P
Goodlettsville Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY-FIVE THOUSAND and NO/100---------- $65,000.00 ---------- *Dollars, of which* TEN THOUSAND and NO/100 ($10,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FIFTY-FIVE THOUSAND and NO/100-------- $55,000.00---------- *Dollars,* W.C. Moncrief, Jr. and W.C. Moncrief, III *have executed*

their joint note of even date herewith in the principal sum of $55,000.00 payable to J.O. Covington and wife, Wilma J. Covington, payable over a 20 year period in equal monthly installments of $460.05, said payments to include principal and interest at the rate of 8% per annum.

The Buyers can pay off the loan at any time, but if they pay over 29% of the balance in any one (1) year, there will be a 10% penalty of the amount paid over the 29%.

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, J.O. Covington and wife, Wilma J. Covington

have this day bargained and sold, and do hereby transfer and convey unto the said W.C. Moncrief, Jr. and W.C. Moncrief, III, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 11th formerly the 19th Civil District of Davidson County, Tennessee, being part of Lot No. 5 on the plan of Eppy Cunningham Lands, as of record in Book 58, page 56, Register's Office for said County, described according to a survey made by J.R. Scott, Surveyor, June 13, 1955, as follows:
Beginning at a point in the center of an unnamed public road at the southeast corner of a part of Lot No. 6 in said subdivision conveyed to Jno. T. Nolan and wife, by deed from Mary McGrath, of record in Book 1044, page 46, said Register's Office; thence with the line between lots Nos. 5 and 6 and the eastern boundary line of said Nolan property North 3° East 539.5 feet to a point 200 feet southerly from the southerly margin of the Dickerson Pike; thence North 70° East 183.5 feet; thence North 20-1/2° West 207 feet to the southerly margin of said Pike; thence with said Pike North 58° East 15 feet to the northwest corner of a part of Not No. 5 conveyed to Mignon Markle; thence with Markle's line South 20-1/2° East 209 feet and North 66° East 529.5 feet to the line between lots Nos. 4 and 5 in said subdivision; thence with the line between said lots, South 4° West 549 feet to the center of said public road; thence with the center of said road, South 76-1/2° West 150.9 feet, South 57-3/4° West 229.5 feet, South 56-1/4° West 194 feet and South 89-3/4° West 174.6 feet to the beginning, containing 8.5 acres, more or less. BEING part of the same property conveyed to J.O. Covington, by deed from Donna J. Covington, of record in Book 5005, page781, said Register's Office.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 65,000.00

Subscribed and sworn to before me, this the 16th day of April 19 76

My commission expires: 11/12/76 (Affix Seal)

X. W.C. Moncrief, III
Affiant

Notary Public

unimproved ( )
This is improved ( ) property, known as ..... (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 W.C. Moncrief, Jr. and W.C. Moncrief, III, 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* W.C. Moncrief, Jr. and W.C. Moncrief, III *(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 W.C. Moncrief, Jr. and W.C. Moncrief, III, *hereinafter referred to as trustors, hereby transfer and convey unto* James L. Smith, *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 $ insurable value*, 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 our hand s this 16th *day of* April *19* 76 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

J. O. Covington
Wilma Jean Covington

W. C. Moncrief, Jr.
W. C. Moncrief, III

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* J. O. Covington, Wilma Jean Covington, W. C. Moncrief, Jr., W. C. Moncrief, III

the within named bargainor, 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* 16th *day of* April *, 19* 76

Commission expires 11/6/76 *Notary Public*

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 .

Commission expires Notary Public

APR 22 '76 CONV 55,000.00
APR 22 '76 MORT'G 55,000.00
APR 22 '76 S'TAX 159.00
APR 22 '76 53.00
APR 22 '76 .50
APR 22 '76 M'DEED 4.00 * 226.50

INSTALLMENT DEED

FROM J.O. Covington and wife, Wilma J. Covington

TO W.C. Moncrief, Jr. and W.C. Moncrief, III

D 45785

IDENTIFICATION REFERENCE

APR 22 11 03 AM '76

REGISTER DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS