BOOK 5022 PAGE 874

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

UNIVERSITY OF NASHVILLE and
UNIVERSITY OF NASHVILLE, MONTGOMERY
BELL ACADEMY (being one and the same)

TO

ELIAS L. TOLBERT and wife,
VARINA S. TOLBERT

For draftsman's use

Prepared by:
John T. Conners, Jr.
Boult, Cummings, Conners & Berry
21st Floor, First American Center
Nashville, Tennessee 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Elias L.Tolbert, et ux (NAME)	Same (NAME)	Map 117-5
3400 Bowling Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 94
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB 7DA 2275

(FOR REGISTER'S USE)

INITIAL REFERENCE
MAY 7 1 47 PM '76
REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 90,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF May, 1976.

Notary Public

MY COMMISSION EXPIRES: 4-29-78

(AFFIX SEAL)

D 4811 17

FOR AND IN CONSIDERATION OF the sum of NINETY THOUSAND ($90,000.00) DOLLARS

of which $ 50,000.00 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 caused to be executed a promissory note of even date herewith in the sum of FORTY THOUSAND ($40,000.00) DOLLARS, with interest at the rate of eight (8%) percent per annum, payable to University of Nashville, Montgomery Bell Academy, in consecutive monthly installments of Two Hundred Ninety-three and 51/100 ($293.51) Dollars, principal and interest, beginning the 15th day of June, 1976, with a final payment in the amount of the total outstanding unpaid principal with interest thereon due on the 15th day of May, 1991,

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,

UNIVERSITY OF NASHVILLE and UNIVERSITY OF NASHVILLE, MONTGOMERY BELL ACADEMY (being one and the same)

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto ELIAS L. TOLBERT and wife, VARINA S. TOLBERT,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, described according to a survey made by W. B. Southgate, Surveyor, July 1929, and revised July 27, 1932, being Lots Nos. 1, 2 and 3 on the Subdivision of the Fourth & First National Bank's 7.34 acre tract, not of record, described as follows:

BEGINNING at a point in the southeast corner of Hampton Avenue and Golf Club Road or Bowling Avenue, the northwest corner of Lot No. 1; thence easterly with the southerly margin of Hampton Avenue 255.6 feet to the northwest corner of Lot No. 4 in said Subdivision; thence southerly with the dividing line between Lots Nos. 3 and 4, 154.8 feet to the northeast corner of Lot No. 8; thence westerly 247.1 feet to the easterly margin of Bowling Avenue or Golf Club Road; thence with the easterly margin of said Avenue northerly 150.53 feet to the point of beginning.

BEING the same property conveyed to University of Nashville by deed from Lady Jewel Hosse Pinson, a Widow, of record in Book 2901, page 258, Register's Office for Davidson County, Tennessee.

SUBJECT to easements of record in Book 4083, page 995, and dated November 8, 1966; and SUBJECT to 1976 taxes, which have been prorated and assumed by grantees.

This is unimproved ( ) improved (X) property, known as 3400 Bowling Avenue, Nashville, Tennessee 37215
(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 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 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 Morton B. Howell 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, insured in some reliable fire insurance company or companies for at least the sum of $ value 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 6th day of May 19 76.

UNIVERSITY OF NASHVILLE, MONTGOMERY BELL ACADEMY
By John E. Sloan
John E. Sloan, Chairman, Board of Trustees
By Morton B. Howell
Morton B. Howell, Secretary

Elias L. Tolbert
ELIAS L. TOLBERT

Varina S. Tolbert
VARINA S. TOLBERT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Margaret Ann Rayland, a Notary Public in and for said County and State, the within named Elias L. Tolbert and Varina S. Tolbert

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 Nashville, Tennessee, this 6th day of May, 19 76.

Margaret Ann Rayland, Notary Public.

Commission expires 1-29-78

NOTARY PUBLIC DAVIDSON CO. TENN.

MAY-76 CONV 20,000.00
MAY-76 MORT'G 10,000.00
MAY-76 S'TAX 234.00*
MAY-76 S'TAX 38.00*
MAY-76 RPTFEE .50*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Jack K. Parsons, a Notary Public of the State and County aforesaid, personally appeared John E. Sloan and Morton B. Howell, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Chairman and Secretary of the Board of Trustees, University of Nashville, Montgomery Bell Academy, the within named bargainor, a corporation, and that they as such Chairman and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Chairman and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 6th day of May, 19 76

Jack K. Parsons, Notary Public.

NOTARY PUBLIC DAVIDSON CO. TENN.

Commission expires 2/23/80.