This instrument prepared by:
William L. Brooks, Attorney
1200 American Trust Building
Nashville, Tennessee 37201

Installment Deed

BOOK 5023 PAGE 722

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Howell Purdue et ux (NAME)	Same (NAME)	MAP 131-16
1121 Stonewall Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR. 32
Nashville, Tenn. 37220 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	in F

FOR AND IN CONSIDERATION of the sum of Eighty-five Thousand Dollars ($85,000) *Dollars,*

of which Twenty-five Thousand Dollars ($25,000.00) ~~Dollars~~, *has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Sixty Thousand Dollars ($60,000.00), Howell Purdue and wife, Elizabeth S. Purdue, have executed their joint and several promissory note of even date herewith to the order of Dick L. Lansden and wife, Martha S. Lansden, said note payable in one lump sum payment on or before July 15, 1976, together with interest at the rate of six per cent (6%) per annum,

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, we, Dick L. Lansden and wife, Martha S. Lansden,

have this day bargained and sold, and do hereby transfer and convey unto the said Howell Purdue and wife, Elizabeth S. Purdue, their ~~heirs~~, *heirs and assigns,*

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

Lying in the 7th, formerly 11th, Civil District of said County, and being Lot No. 1 and the westerly part of Lot No. 10, of Block "A", on the Map of the First Addition to Gateway Acres, a part of the Overton Lea Estates, not of record, and described according to a survey made May 1, 1941, by Blanchard & Parrish, Engineers, as follows:

Beginning at a point in the easterly margin of Sewanee Road and running thence northeasterly around a curve to Sugar Tree Road; thence with the southerly margin of Sugar Tree Road North 45° 20' East 73.6 feet; thence northeasterly 108.3 feet to the corner of said Lot No. 10 and continuing easterly with the southerly margin of Sugar Tree Road 117.9 feet; thence southeasterly 300 feet more or less to Lot No. 2 on the Map of said First Addition; thence South 87° 55' West with the line between said Lot No. 2 and Lots Nos. 1 and 10, 271 feet to Sewanee Road; thence northwesterly with the easterly margin of said Sewanee Road 150.4 feet to the beginning, containing 2.1 acres more or less.

Being the same property conveyed to Dick L. Lansden and wife, Martha S. Lansden, by deed from John B. Thomas and wife, Louise P. Thomas, of record in Book 1340, page 532, Register's Office for said County.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $ 85,000.00

Affiant

Subscribed and sworn to before me, this the 10th day of May 19 76.

Notary Public

My commission expires 1/29/77

(Affix Seal)

This is improved (X) property, known as 1121 Stonewall Drive, Nashville, Tennessee 37220
(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 Howell Purdue and wife, Elizabeth S. Purdue, 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,* except for 1976 taxes which have been prorated and assumed by grantees and except for other restrictions, easements and encumbrances of record.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Howell Purdue and wife, Elizabeth S. Purdue, 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 Howell Purdue and wife, Elizabeth S. Purdue *hereinafter referred to as trustors, hereby transfer and convey unto* William L. Brooks, *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 $ 60,000.00 *, 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

...ce or proceedings, together with a reasonable attorney's fee, shall be allowed, and be ...
...demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of ..., then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things ... amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the ...debtedness secured hereby.

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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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 5th day of May, 19 76.

Dick L. Lansden
DICK L. LANSDEN

Martha S. Lansden
MARTHA S. LANSDEN

Howell Purdue
HOWELL PURDUE

Elizabeth S. Purdue
ELIZABETH S. PURDUE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carolyn C. Lashley, a Notary Public in and for said County and State, Dick L. Lansden and wife, Martha S. Lansden,

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 the 5th day of May, 19 76.

Carolyn C. Lashley
Notary Public

STATE OF Virginia }
COUNTY OF Arlington }

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Personally appeared before me, William B. Roop, *a Notary Public in and for said County and State,* Arlington County, Virginia, Howell Purdue and wife, Elizabeth S. Purdue, *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 Arlington, Virginia, *this* 8th *day of* May, *19* 76.

William B. Roop *Notary Public*

Commission expires February 27, 1978

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*.....

Notary Public

Commission expires .....

MAY 11 76	CONV	85,000.00			
MAY 11 76	MORT'G	60,000.00			
MAY 11 76	S'TAX		B*	221.00	
MAY 11 76	S'TAX		B*	58.00	
MAY 11 76	FEE		B*	.50	
MAY 11 76	D'DEED		B*	8.00	* 287.50

MENT DEED

FROM

ANSDEN ET UX,

TO

PURDUE ET UX

D 48502

IDENTIFICATION REFERENCE

MAY 11 1 33 PM '76

FILED RECORDED REGISTER

...TENN.

...le Insurance Company
...an Center — Phone 255-4631
...LE, TENNESSEE 37238