If title to the real estate herein described or any part thereof is transferred out of undersigned, or his or her survivor, by gift, sale, death, by operation of law, foreclosure of any subsequent instrument or any other manner, the note securing this deed shall immediately mature and the entire amount shall become due and payable.

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD-4

FROM
MARIE W. HOWERTON, ET AL

TO
TOM J. AISTON, ET UX

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY
JACOBS H. DOYLE, ATTORNEY
428 STAHLMAN BUILDING
NASHVILLE, TENN. 37201

BOOK 5025 PAGE 392

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tom J. Aiston, et ux (NAME)	Tom J. Aiston (NAME)	8D-7210
Same (STREET ADDRESS OR ROUTE NUMBER)	433 Grayson Dr. (STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	Nashville Tenn. 37205 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

FEE $ TAX REFERENCE
MAY 14 11 47 AM '76
REGISTER
DAVIDSON CO., TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 62,500.00 Marie Howerton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF May 1976.

Notary Public

MY COMMISSION EXPIRES: May 8, 1979
(AFFIX SEAL)

D 49250

FOR AND IN CONSIDERATION OF the sum of Sixty Two Thousand Five Hundred ($62,500.00) DOLLARS

of which $ 12,500.00 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 executed their promissory note in the sum of Fifty Thousand ($50,000.00) Dollars, payable to the order of Marie W. Howerton in 360 monthly installments of $384.46 each, including both principal and interest at the rate of 8-1/2% per annum; first installment maturing on the 1st day of July, 1976 and an installment on the 1st day of each succeeding month thereafter until entire note with accrued interest is paid. The accrued interest due shall be deducted out of each installment and the balance credited to the principal. The makers reserve the right to pay the entire note with accrued interest on any due date of any installment.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing Unsatisfactory in this Document When Received.

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,

Marie W. Howerton and husband, E. D. Howerton,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Tom J. Aiston and wife, Patricia Aiston,

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

BEING Lot No. 815 on the Revised Plan of a portion of West Meade Farms, Inc., Section 9, as of record in Book 2663, Page 57, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING on the northwesterly margin of Grayson Drive at the corner of Lots Nos. 815 and 816; thence with the line between said two lots northwesterly 452.7 feet; thence easterly 70.8 feet; thence north 62° 02' east 157 feet; thence north 60° 19' east 176 feet; thence north 46° 18' east 54 feet; thence north 38° 07' east 51 feet to the corner of Lots Nos. 811 and 815; thence with the line between said two lots southerly 325 feet; thence south 21° 23' west 364.4 feet to the northeasterly margin of Grayson Drive; thence with the same northwesterly 113.7 feet to the beginning.

BEING the same property conveyed to Marie W. Howerton by deed from E. L. Woodside and wife, Ira Dickens Woodside, of record in Book 3179, page 413, Register's Office for Davidson County, Tennessee.

The said E. D. Howerton joins in this instrument for the sole purpose of quit claiming whatever interest he may have in the real estate but no further.

This is improved ( ) unimproved property, known as (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

This conveyance is made subject to 1976 taxes; easements and restrictive covenants recorded in book 2663, page 57, book 2481, page 483, R.O.D.C., Tennessee.

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 Thomas C. Scott 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 $ 50,000.00 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 14th day of May 1976.

Tom J. Aiston — Marie W. Howerton
Patricia Aiston — E. D. Howerton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marie W. Howerton, E. D. Howerton, Tom J. Aiston, Patricia Aiston, the 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 14th day of May, 19 76

Notary Public.

Commission expires Oct 4, 1977

MAY 14 76	CONV	62,500.00		
MAY 14 76	MORT'G	50,000.00		
MAY 14 76	S'TAX		8*	162.50
MAY 14 76	S'TAX		8*	48.00
MAY 14 76	PRFEE		8*	.50
MAY 14 76	DEED		8*	4.00 * 215.00

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 _____.