INSTALLMENT DEED

For and in Consideration of the sum of Thirty-three Thousand and No/100---------- ---------- Dollars, of which One Thousand, One Hundred, Sixty-three and 89/100---------- Dollars, has been paid in cash by Larry W. Chappell and Nancy G. Chappell the receipt of which is hereby acknowledged, and for the remainder Thirty-one Thousand Eight Hundred Thirty-six and 11/100---------- Dollars, the said Larry W. Chappell and Nancy G. Chappell have assumed and agreed to pay an unpaid balance of $23,336.11 of a note in the original amount of $24,250.00 secured by an instrument of record in Book 4631, page 397, Register's Office for Davidson County, Tennessee, and for the remaining $8,500.00 the said Larry W. Chappell and wife, Nancy G. Chappell have executed two notes payable to the order of R. Michael Walsh and Emily C. Walsh; both notes are dated July 1, 1976. The first note is in the sum of $6,500.00 and is payable in 60 consecutively monthly installments, the first 59 payments are in the amount of $84.11 each and the 60th payment due on July 1, 1981 will be the entire unpaid principal plus accrued interest. The second note is in the amount of $2,000.00 and is payable in 60 consecutively monthly installments, the first 59 payments are in the amount of $25.88 each and the 60th payment due on July 1, 1981 will be the entire unpaid principal plus accrued interest.

It is agreed and understood that in case of sale of said property, the retained liens cannot be assumed by purchaser without the written consent of the holders of the notes, all of said notes bearing ~~six~~ 9½ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we R. Michael Walsh and wife Emily C. Walsh ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Larry W. Chappell and wife Nancy G. Chappell, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being Lot No. 641 on the Plan of Edge-O-Lake Estates, Section 12, as of record in Book 3842, page 236, Register's Office for said County.

Said Lot No. 641 fronts 80.0 feet on the northerly side of Anderson Road and extends back 143.08 feet on the westerly line and 142.81 feet on the easterly line, to a dead line in the rear on which it measures 88.80 feet.

Being the same property conveyed to R. Michael Walsh and wife, Emily C. Walsh, by deed from Richard Lee Best and wife, Barbara H. Best, of record in Book 4631, page 395, Register's Office for Davidson County, Tennessee.

This conveyance is subject to restrictive covenants and easements as of record in Book 4291, page 95 and Book 3892, page 236 Register's Office for Davidson County Tennessee.

This is unimproved ( ) improved (X) property, know as 2906 Anderson Road (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Zip Code)

Deed prepared by L. H. Wood, Atty., 1916 8th Ave. S., Nashville, Tennessee 37204

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Larry W. Chappell and Nancy G. Chappell 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 as hereinbefore stated and 1976 taxes.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Larry W. Chappell and Nancy G. Chappell, 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 in hand paid, we, the said Larry W. Chappell and Nancy G. Chappell

do hereby transfer and convey unto Clyde Paul Holland, 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 Larry W. Chappell and Nancy G. Chappell 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 $31,200.00 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 interst 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 Larry W. Chappell and Nancy G. Chappell 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 trust 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 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 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 Larry W. Chappell and Nancy G. Chappell 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 Clyde Paul Holland, Trustee, shall be vested in said successor.

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 R. Michael Walsh and wife, Emily C. Walsh and Larry W. Chappell and Nancy G. Chappell hereunto set our hands at Nashville, Tennessee, this the 1st day of July 1976

R Michael Walsh

Emily C. Walsh

Larry W. Chappell

Nancy G. Chappell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named R. Michael Walsh, Emily C. Walsh, Larry W. Chappell and Nancy G. Chappell

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 1st day of July, 1976

L M W, Notary Public.

Commission Expires 12-15-1979

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5041 PAGE 275

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,
with whom I 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 ..... as .....

Witness my hand and seal, at office in .....,
this ..... day of ..... 19 .....

JUL-1 76 CONV 33,000.00
JUL-1 76 MTG 25,500.00
JUL-1 76 S'TAX B* 85.80
JUL-1 76 S'TAX B* 6.50
JUL-1 76 R'FEE B* .50
JUL-1 76 W'DEED B* 8.00 * 100.80

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
R. Michael Walsh and wife, Emily C. Walsh

TO
Larry W. Chappell and wife, Nancy A. Chappell

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 5 6 4 7 5

IDENTIF. REFERENCE

JUL 1 2 18 PM '76

REGISTER
DAVIDSON CO., TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Larry W. Chappell (NAME)	Fidelity Federal Savings (NAME)	150-5-56
2906 Anderson Road (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box 2588 (STREET ADDRESS)	
Nashville Tenn (CITY) (STATE) (P. O. ZIP)	Nashville Tenn (CITY) (STATE) (ZIP)	2D 39176

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 33,000.00 R. M. Walsh Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF July 1976

Notary Public

MY COMMISSION EXPIRES: 12-15-1979

(AFFIX SEAL)