INSTALLMENT DEED

For and in Consideration of the sum of $32,500.00

Thirty Two Thousand Five Hundred and - - - - - - -00/100 ($32,500.00) Dollars,

of which Six Thousand Five Hundred and 00/100 ($6,500.00) Dollars,

has been paid in cash by William J. Jernigan and wife, Linda Jernigan, and William H. Edgen and wife, Kathryn B. Edgen,
the receipt of which is hereby acknowledged, and for the remainder of $26,000.00

Twenty Six Thousand and 00/100 ($26,000.00) Dollars,

the said William J. Jernigan and wife, Linda Jernigan, and, William H. Edgen and wife, Kathryn B. Edgen have

executed an Installment Deed Note of even date herewith, in the principal sum of Twenty Six Thousand and 00/100 ($26,000.00) Dollars payable to Gus E. Gourieux, Sr., Gus E. Gourieux, Jr. and Elizabeth G. Hennessee, in 240 Monthly Installments, as follows:

On the 25th day of October, 1976, the sum of Two Hundred Twenty Five and 64/100 ($225.64) Dollars and a like amount on the 25th day of each succeeding month until the amount of both principal and interest are paid in full.

The above installments include interest at the rate of 8 1/2% per annum

all of said notes bearing 8 1/2% 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, I, Gus E. Gourieux, Sr.

have this day bargained and sold, and do hereby transfer and convey unto the said William J. Jernigan and wife, Linda Jernigan, and William H. Edgen and wife, Kathryn B. Edgen, their heirs and assigns,

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

TRACT NO.I Being lot number 7 of Block "B" on the Plan of Inglewood Golf Club Estates, as of record in Book 843, page 98, Register's Office for Davidson County, Tennessee.

Said lot number 7 fronts 60 feet on the southerly side of Shelton Avenue and runs back 184.5 fee feet on the westerly line and 192.2 feet on the easterly line to a dead line and measures 60 feet thereon.

Being the same property conveyed to Gus Emery Gourieux and wife Mattie Seay Gourieux, by deed from J. V. Nipp and wife, Mattie Lou Nipp, of record in Book 1290, Page 425, Register's Office for Davidson County, Tennessee. The said Mattie Seay Gourieux, having since died. Subject to storm sewer easement to Metropolitan Govt. of Nashville, Davidson County, Tennessee of record in Book 4097, page 233, R.O.D.C. Tennessee.

TRACT NO. 2 Being part of Lot No. 12 of Block "B" on the map of Inglewood Terrace of record in Book 1130, Page 1, Register's Office for Davidson County, Tennessee described as follows;

Beginning at a point in the northerly line of said lot no. 12, 181 feet westerly from the northeast corner of Lot No. 12, thence westerly 90 feet to a point, thence southerly 240 feet, more or less, to a point in center of creek, thence easterly to a point 182 feet west of the southeast corner of Lot No. 12, thence northerly 240 feet more, or less, to the point of beginning.

Being the same property conveyed to Gus E. Gourieux and wife, Mattie Seay Gourieux, by deed from Henry E. Leech and wife Ola Smith Leech, of record in Book 2028, Page 477, Register's Office for Davidson County, Tennessee. The said Mattie Seay Gourieux having since died.Subject to the following easements: Sewer easement for Metropolitan Government of Nashville, Davidson County, Tennessee, of record in Book 4044, page 701, Register's Office for Davidson County, Tennessee. Easement for flow of creek. A 10-foot easement for public utilities along rear line of Lot No. 12, of record in Plan Book 1130, page 1, in the Register's Office for Davidson County, Tennessee.

Improved property known as 1412 Shelton Avenue, Nashville, Tennessee 37216

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William J. Jernigan and wife, Linda Jernigan, and, William H. Edgen and wife, Kathryn B. Edgen, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said William J. Jernigan and wife Linda Jernigan, and William H. Edgen and wife, Kathryn B. Edgen, 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 William J. Jernigan and wife, Linda Jernigan, and, William H. Edgen and wife, Kathryn B. Edgen

do hereby transfer and convey unto Robert M. Coggin, 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 William J. Jernigan and wife, Linda Jernigan, and William H. Edgen and wife, Kathryn B. Edgen 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 $ 26,000.00 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 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 William J. Jernigan and wife, Linda Jernigan, and William H. Edgen and wife, Kathryn B. Edgen 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; if 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 William J. Jernigan and wife, Linda Jernigan, and William H. Edgen and wife, Kathryn B. Edgen 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 Robert M. Coggin, 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 Gus E. Gourieux, Sr., and William J. Jernigan and wife, Linda Jernigan and William H. Edgen and wife, Kathryn B. Edgen hereunto set our hands at Nashville, Tennessee, this the 6th day of Aug 19 76

Gus E. Gourieux Sr.

William J. Jernigan

Linda Jernigan

William H. Edgen

Kathryn B. Edgen

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Robert M. Coggin, a Notary Public in and for said County and State, the within named Gus E. Gourieux, Sr. and William J. Jernigan and wife, Linda Jernigan, and, William H. Edgen and wife, Kathryn B. Edgen

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 Aug, 1976

Robert M. Coggin, Notary Public.

ROBERT M. COGGIN NOTARY PUBLIC DAVIDSON

Commission Expires August 3 1976

STATE OF _____

_____ **County.**

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

AUG-6 CONV 32,500.00
AUG-6 MORTG 26,000.00
AUG-6 ST TAX B* 84.50
AUG-6 ST TAX B* 24.00
AUG-6 ST TAX B* .50
AUG-6 RCLED B* 8.00 * 117.00

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 5054 PAGE 744

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 ..... self as .....

Witness my hand and seal, at office in .....,

this ..... day of ....., 19 ....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D62103

IDENTIF. REFERENCE

AUG 6 1 08 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

TOBLEY CO. - NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William J. Jernigan, et al (NAME)	William J. Jernigan, et al (NAME)	Map 72-8
1412 Shelton Avenue (STREET ADDRESS OR ROUTE NUMBER)	1412 Shelton Avenue (STREET ADDRESS)	Parcel 1 and 4
Nashville, Tennessee 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Paul G. Blankenship, Attorney
3311 Gallatin Road
Nashville, Tennessee 37216

mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 32,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF [illegible], 19[illegible]

Notary Public

MY COMMISSION EXPIRES: [illegible]

(AFFIX SEAL)