Buyer's Name and Address: Beverly Briley
Gallatin Rd.
[redacted] Madison, Tenn. 37115

Prepared by: Richard Dance
Attorney at Law
601 Broadway
Nashville, Tennessee 37203

INSTALLMENT DEED

124-150 pw

BOOK 5057 PAGE 413

For and in Consideration of the sum of Fifty One Thousand Four Hundred and 00/100---------- ----------($51,400.00)---------- Dollars, of which Five Thousand One Hundred Forty and 00/100--------($5,140.00)---------- Dollars, has been paid in cash by Beverly Briley, Trustee, "Grantee herein", the receipt of which is hereby acknowledged, and for the remainder the said Grantee has, (1) been given a 1976 real estate tax proration credit of $315.12 and has promised and agreed to assume ~~Dollarxx~~ the payment ~~thxxxxdx~~ of the entire tax, (2) assumed and agreed to pay in full that indebtedness fully ~~xx~~ described in and secured by that deed of trust executed by Montague Towers, Inc. to Vaden Lackey, Jr., Trustee, of record in Book 4491, Page 160, Register's Office, Davidson County, Tennessee, on which there is a present unpaid balance of $31,283.97, and (3) executed and delivered to Associates Capital Corporation his promissory note in the face amount of $14,660.91, payable in five consecutive equal annual installments, plus interest at the rate of 10% per annum, with the first installment of principal and interest due one year after date,

all of said notes ~~bearing six 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, Associates Capital Corporation

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~~has~~ ~~have~~ this day bargained and sold, and do/es hereby transfer and convey unto the said Beverly Briley, Trustee, with full power to convey, transfer, and sell without the joinder of any beneficiary, ---------- his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 7 and 8 on the Map of Due West Montague of Tract No. 1, of record in Book 547, page 115, Register's Office for said County.

SAID Lot No. 7 fronts 100 feet on the northerly side of Belle Camp Highway and runs back between lines 214 feet on the easterly line and 215 feet on the westerly line, to a dead line in the rear, on which it measures 90 feet.

SAID Lot No. 8 fronts 100 feet on the northerly side of Belle Camp Highway and runs back between lines 215 feet on the easterly line and 217 feet on the westerly line to the south line of Lot 3, on which it measures 77 feet.

BEING the same property conveyed to Associates Capital Corporation, by deed from David W. McMackin, Substitute Trustee, of record in Book 4903, page 55, Register's Office for Davidson County, Tennessee.

Grantee warrants and covenants that all payments, conditions and provisions made and provided for in that deed of trust assumed hereby, shall be performed promptly when due, and if Grantee suffers or permits default under said deed of trust, then Grantor may, at its option, immediately declare all indebtedness secured hereunder due and payable, whether due according to its face or not and commence foreclosure proceedings as herein provided. All sums spent by Grantor to purchase, to partially pay on, or to pay in full said prior deed of trust or in payment of any obligation of Grantee hereunder, shall be secured by the lien hereof and such performance by Grantor shall not, for the purpose of this instrument, be construed as satisfying Grantee's obligations. This conveyance is subject to easement of record in Book 3339, page 561, Register's Office for Davidson County, Tennessee, pertaining to Lot No. 7 only. 1976 taxes prorated and assumed by Grantee.

On the above-described property is a structure which was formerly a trailer.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Beverly Briley, Trustee, his heirs and assigns forever. It covenants that it is 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 stated above. It further covenants and bind itself and its successors ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said Beverly Briley, Trustee, his 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 him in hand paid, I, the said Beverly Briley, Trustee,

do hereby transfer and convey unto Richard Dance, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Beverly Briley, Trustee,

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 $-0- 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.

I 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 I 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 I, the said Beverly Briley, Trustee, 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 I 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 I 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. I 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. I 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 Beverly Briley, Trustee, his 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 Richard Dance, 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 Associates Capital Corporation and Beverly Briley, Trustee, hereunto set our hands at Nashville, Tennessee, this the 11th day of August 19 76

ASSOCIATES CAPITAL CORPORATION

By: Paul R. Rogers, Vice President

Beverly Briley, Trustee

STATE OF TENNESSEE
Davidson County

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

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

Witness my hand and official seal at Nashville, Davidson County Tennessee, this 11th day of August, 19 76

Commission Expires 11/25/79

_____, Notary Public.

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 }
Davidson County }

Before me, Peggy J. Gafford, a Notary Public within and for the State and County aforesaid, personally appeared Paul R. Rogers

xxx ______ with whom I am personally acquainted and who upon (his oath) xxxxxxxxxx acknowledged (himself) xxxxxxxx to be the Vice President

xxx ______ respectively of the Associates Capital Corporation

the within named bargainor, a corporation, and that (he) as such Vice President

xxxx ______, xxxx being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Paul R. Rogers

as such Vice President, xxxxxxxxxxxxxxxxxxxx

xxxxx ______

Witness my hand and official seal at office at Nashville, Davidson County, Tennessee on this the 11th day of August, 1976.

My commission expires 8/3/77

Peggy J. Gafford
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 51,400
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF August 1976.
Deputy Register

INSTALLMENT DEED

FROM

Associates Capital Corporation

TO

Beverly Briley, Trustee

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

D 63250

IDENTIF. REFERENCE

AUG 13 3 25 PM '76

FEL... REGISTER
DAVIDSON ... TENN.

AUG 13 76	CONV	51,400.00		
AUG 13 76	MORT'G	14,660.91		
AUG 13 76 S'TAX			B* 133.64	
AUG 13 76 S'TAX			B* 12.70	
AUG 13 76 PR'FEE			B* .50	
AUG 13 76	W'DEED		B* 8.00	* 154.84