BOOK 5075 PAGE 776

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
Mildred H. Lackey

TO
Brett H. Massey

For draftsman's use

This Instrument Was Prepared By
DENNEY, [illegible] & CASTLEMAN
213 Third Avenue North
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Brett H. Massey (NAME)	(NAME)	Map 116-14
508 East Bellevue Drive (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 15322 (STREET ADDRESS)	Parcel 81
Nashville, Tennessee 37205 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37215 (CITY) (STATE) (ZIP)	

D 71358

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Oct 6 1 53 PM '76

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 65,000.00 Brett H. Massey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF September 1976.

Brenda W. Pridmore
Notary Public

MY COMMISSION EXPIRES: 12/5/79

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Sixty Five Thousand and no/100ths ($10.00) DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed two promissory notes of even date herewith payable to Mildred H. Lackey, one note in the amount of $10,000.00 plus interest at the rate of eight percent (8%) per annum payable October 1, 1977; the second note in the amount of $50,000.00 payable $385.91 per month, including principal and interest at the rate of eight percent (8%) per annum on the unpaid balance commencing November 1, 1976. Prepayment may be made after 5 years,

OCT-6-76	CONV	65,000.00		
OCT-6-76	MORT'G	60,000.00		
OCT-6-76	S'TAX		B*	169.00
OCT-6-76	S'TAX		B*	58.00
OCT-6-76	PN'FEE		B*	.50
	W DEED		B*	4.00 * 231.50

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.

Mildred H. Lackey

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

Brett H. Massey

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

Land in the 7th Civil District of Davidson County, Tennessee, being the northerly 70 feet front of Lot No. 15 on the Map of Bransford Realty Company and Johnson Bransford's Subdivision of part of the 40 acre tract and all of Lot No. 27 and part of Lot No. 28 in the Deer Park Subdivision, Belle Meade, as of record in Book 421, page 67, Register's Office for said County, described as follows:

Beginning on the easterly margin of Bellevue Drive East at the corner of Lots Nos. 14 and 15; thence with the line between said two lots, south 80° east 253.5 feet; thence southwardly 71.64 feet, more or less, to the northeast corner of the property conveyed to Ruth Virginia Anderson by deed of J. G. Stephenson, et al, of record in Book 658, page 729, said Register's Office; thence with her northerly line, westwardly 268 feet, more or less, to the easterly margin of Bellevue Drive, East; thence with same, northwardly 70 feet to the beginning.

Being the same property conveyed to Mildred H. Lackey by deed from Ruth Vance Killebrew and husband, George W. Killebrew, of record in Book 1853, page 247, Register's Office for Davidson County, Tennessee.

For a valuable consideration, the receipt of which is hereby acknowledged, Vaden M. Lackey, Sr. conveys to grantee herein any and all right, title and interest that he may have in the above described property, these being marital rights acquired as a result of his marriage to Mildred H. Lackey.

This is unimproved ( ) improved (X) property, known as 508 East Bellevue Drive, Nashville, Tennessee 37205
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 Vaden Lackey, Jr. 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 29 day of September 19 76.

Mildred H. Lackey
Mildred H. Lackey

Vaden M. Lackey, Sr.
Vaden M. Lackey, Sr.

Brett H. Massey
Brett H. Massey

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Deana Pride, a Notary Public in and for said County and State, the within named Mildred H. Lackey and husband Vaden M. Lackey, Sr.

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 29th day of September, 19 76

Deana Pride, Notary Public.

Commission expires Mar 23, 1979

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, George W. Pickens, a Notary Public in and for said County and State, the within named Brett H. Massey

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, Tennessee, this 29th day of September, 19 76.

George W. Pickens, Notary Public.

Commission expires 12/5/79