Re-recorded BOOK 5075 PAGE 943

BOOK 5068 PAGE 350

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Albert Cecil Davis, Jr., et ux (NAME)	SAME (NAME)	
115 Brandau Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	86
Hermitage, Tennessee 37076 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	9 0125

4.00 4.00

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Forty Thousand Dollars ($40,000.00) DOLLARS

of which $ 16,000.00 has been paid in cash to the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed this Promissory note of even date herewith in the principal sum of $24,000.00 payable to Sallie Elizabeth Clark Davis, a widow in monthly installments as follows: On the 1st day of October, 1976, the sum of $100.00 and thereafter a like sum of $100.00 on the 1st day of each succeeding month thereafter. This principal amount of $24,000.00 is non-interest bearing. Said payments of $100.00 monthly shall continue until the principal amount has been paid in full

IDENTIF. REFERENCE

FILED FOR RECORD Oct 12 10 16 AM '76 REGISTER DAVIDSON COUNTY, TENN.

RECORD D71873

thence leaving said road South 3° 44' East 417.76 feet to a set iron

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.

I, Sallie Elizabeth Clark Davis, a widow

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

Albert Cecil Davis Jr., and wife Lawanda Irene Davis

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

Being Lot No. 1 on the Preliminary plan of Cecil Davis Property of record in Book 5060, Page 3, Register's Office for Davidson County, Tennessee and described as follows:
BEGINNING at a set monument in the southerly margin of Brandau Road said point being 1091 feet, more or less, westerly from the centerline of Central Pike; thence continuing along the said margin South 61° 43' West 144.18 feet to a gate post thence continuing along said margin South 72° 40' West 177.5 feet to a set monument pin; thence North 75° 04' East 309.57 feet to a set iron pin; thence north 3° 44' West 459.27 feet to the point of beginning and containing 3.0 acres, more or less.

Being part of the property conveyed to Albert Cecil Davis by deed of record in Book 1238, page 519, said Register's Office and devised to Sallie Elizabeth Clark Davis under the Will of Albert Cecil Davis filed under Docket #62737 Probate Court, Nashville, Tennessee.

This is improved (X) unimproved ( ) property known as 115 (House Number) Brandau Road (Street) Hermitage, Tennessee 37076 (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 convenant 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 William E. Higgins 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 $ Ins. Interest 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:

Re record

BOOK 5076 PAGE 944 BOOK 5068 PAGE 351

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 13th day of September, 19 76

x Albert Cecil Davis Jr. Sallie Elizabeth Clark Davis

x Lawanda Irene Davis

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 40,000.00

x Albert Cecil Davis, Jr.
Affiant

Subscribed and sworn to before me, this the 13th day of September, 19 76

My commission expires 08/02/80 (Affix Seal) James L. Curtis
Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, James L. Curtis, a Notary Public in and for said County and State, the within named Sallie Elizabeth Clark Davis, a widow, Albert Cecil Davis, Jr. &Lawanda Irene Davis the bargainor S, 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 13th day of September, 19 76.

Commission Expires 08/02/80 James L. Curtis
Notary Public.

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____

Commission Expires _____
Notary Public

SEP 15 76	CONV	40,000.00	
SEP 15 76	MORT'G	24,000.00	
SEP 15 76	S'TAX	B*	104.00
SEP 15 76	S'TAX	B*	22.00
SEP 15 76	PR'FEE	B*	.50
SEP 15 76	MDEED	B*	4.00 * 130.50

INSTALLMENT DEED

FROM Sallie Elizabeth Clark Davis

To Albert Cecil Davis, Jr., et ux

D 67877

IDENTIF. REFERENCE

SEP 15 9 39 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Prepared by: Don E. Duffy, Atty

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1005-HESSEY 4-1-73