INSTALLMENT DEED

For and in Consideration of the sum of Fourteen Thousand Nine Hundred and No/100 ($14,900.00) Dollars,

of which Two Thousand and No/100 ($2,000.00) Dollars,

has been paid in cash by Joe R. Gaines, Jr.

the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand Nine Hundred and No/100 ($12,900.00) Dollars,

the said Joe R. Gaines, Jr. has assumed the balance of an existing loan, secured by a first lien on the property herein conveyed, payable to Frank B. Sloan in monthly installments of $100.00, bearing interest at the rate of 8% per annum, with first payment due October 10, 1976; and the said Joe R. Gaines, Jr. has furthermore executed his one Installment Deed Note of even date herewith in the principal sum of $5,000.00, payable to the order of J. Clifton Hall in monthly installments of $103.80 each, which includes both principal and interest from date at the rate of 9% per annum, the first installment due December 15, 1976, and the others monthly thereafter for a period of 60 months from date, provided that one payment of $500.00, which includes both principal and interest on said Note at the rate of 9% per annum, to be payable to the order of J. Clifton Hall upon the first anniversary of the execution of this deed, and

~~[illegible] 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, J. Clifton Hall

has this day bargained and sold, and does hereby transfer and convey unto the said Joe R. Gaines, Jr., unmarried heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 20 of Block "C" on Map of Woodlawn Estates, as of record in Book 843, page 82, Register's Office for said County.

Said Lot No. 20 fronts 50 feet on the northerly side of Dupont Avenue and runs back between parallel lines 165 feet to a dead line.

Being the same property conveyed to J. Clifton Hall by deed from Nordean S. Copas of record in Book 4916, page 609, Register's Office for Davidson County, Tennessee. Said parties owned said property as joint tenants; said Nordean S. Copas conveyed his interest as joint tenant to said J. Clifton Hall by said deed thereby vesting said J. Clifton Hall ownership in fee simple; being same property conveyed to J. Clifton Hall and Nordean S. Copas by deed from Frank B. Sloan and wife, Ozelle B. Sloan, of record in Book 4762, page 130, Register's Office for said County.

The wife of said J. Clifton Hall, namely Mayme H. Hall, joins this conveyance thereby transferring all rights she possesses or may possess in said property, by dower or otherwise, to said Joe R. Gaines, Jr.

This is unimproved ( ) / improved (x) property, know as 225 Dupont Street (House Number) (Street) Madison (P. O. Address:) Tenn. (City or Town) 37115 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Joe R. Gaines, Jr. 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 myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Joe R. Gaines, Jr. 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 me in hand paid, I, the said Joe R. Gaines, Jr.

do hereby transfer and convey unto Gary D. Copas, 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 Trustor

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 $ 14,000.00 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.

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 Trustor 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; 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 said unpaid note payable to Frank B. Sloan.

2st. 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.

3nd. To the payment of all taxes which may be unpaid on said premises.

4rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

5th. The residue, if any, will be paid to the said Trustor, his order, 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 Gary D. Copas, 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 J. Clifton Hall and wife, Mayme H. Hall, and Joe R. Gaines, Jr. hereunto set our hands at Nashville, Tennessee, this the 18th day of Sept., 1976

J. Clifton Hall

Mayme H. Hall

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. Clifton Hall and Joe R. Gaines, Jr. and Mayme H. Hall, the wife of said J. Clifton Hall

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 18 day of Sept., 1976

Commission Expires Sept. 16, 1978

G. D. Copas, Notary Public.

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

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 }

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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 J. CLIFTON HALL

TO JOE R. GAINES, JR.

unmarried

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

This instrument prepared by
Copas & Hamilton, Attys.
129 Cherry St.
Lebanon, Tennessee 37087

CONV 14,900.00
MTG'S 45,000.00
STATE TAX 38.74
STATE TAX 3.00
REGISTER'S FEE .50
D 72839 50.24

IDENTIFICATION REFERENCE

OCT 18 1 52 PM '76

FEE REGISTER
DAVIDSON COUNTY, TENN.

TOOLED CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Joe R. Gaines, Jr. (NAME)	Joe R. Gaines, Jr. (NAME)	Map #43-9
117 Marthonna Rd. W (STREET ADDRESS OR ROUTE NUMBER)	117 Marthonna Rd. W (STREET ADDRESS)	Parcel #177
Madison, TN 37115 (CITY) (STATE) (P. O. ZIP)	Madison, TN 37115 (CITY) (STATE) (ZIP)	11D-57325

THIS INSTRUMENT WAS PREPARED BY

COPAS & HAMILTON, Attys

129 Cherry Street

Lebanon, TN 37087

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 14,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF Oct. 1976

Notary Public

MY COMMISSION EXPIRES: 9/16/78

DAVIDSON COUNTY TENN.