1102 Hermitage Avenue Building
Nashville Tenn 37219

Installment Deed

BOOK 5080 PAGE 817

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Larry & Jeannette Willis (NAME)	Larry & Jeannette Willis (NAME)	146 - 5 - 8
4608 Toddington Dr. (STREET ADDRESS OR ROUTE NUMBER)	4608 Toddington Drive (STREET ADDRESS)	
Nashville 37215 Tenn. (CITY) (P. O. ZONE) (STATE)	Nashville 37215 Tenn. (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THOUSAND ($100,000.00)---

---*Dollars,*

of which -----THIRTY THOUSAND ($30,000.00)----------

---*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

---------- SEVENTY THOUSAND ($70,000.00) ----------*Dollars,*

LARRY G. WILLIS and wife, JEANNETTE R. WILLIS

have executed

their note of SEVENTY THOUSAND ($70,000.00) DOLLARS of even date herewith to the order of KATE G. WALSH, due in ten years; payable in One Hundred and Twenty (120) Monthly Installments of $849.30 each (which includes interest at the rate of 8 per cent per annum); and the right is hereby given to the Grantees herein to pay any part or all of the entire Balance of said note at any time or times after five years from the date of this Deed. The first one of said installments shall be payable on the 10th day of January, 1977, and the others on the 10th day of each consecutive month thereafter until the balance is paid.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, the said KATE G. WALSH and EDMOND J. WALSH

have this day bargained and sold, and do hereby transfer and convey unto the said

LARRY G. WILLIS and wife, JEANNETTE R.WILLIS, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Three tracts of land in the 16th, formerly the 7th, Civil District of Davidson County, Tennessee, being parts of Lot No. 8 of Block "C", Bridle Path Estates in the old Overton Lea Estate as of record in Book 974, page 79, Register's Office for said County, and described as follows:

FIRST TRACT: A tract of land in the 16th Civil District of Davidson County, Tennessee, being part of Lealand, and described according to a survey made July 29, 1937, by S. G. Doak, Surveyor, as follows:

Beginning at an iron pin in the line between Lealand and the lands of John C. Roesch, which is 1057.5 feet from a stone monument in the eastern end of said line in the east line of a 30-foot lane, which stone monument is the original common corner between the Overton Lea lands and the Overton Park Subdivision; and running thence with said line, between Lealand and John C. Roesch, south 69 deg. 16' west 366.22 feet to a post and an iron pin, which point is the common corner between lands of John C. Roesch, Lealand, and the L. & N.R.R. Co.; thence with the line between Lealand and the L. & N.R.R.Co., south 52 deg. 45' west 476.34 feet to an iron pin in said line; thence north 69 deg. 02' west 484.3 feet to an iron pin; thence north 83 deg. 33' west 146.69 feet to an iron pin; thence south 64 deg. 33' west 123.23 feet to a point in the center line of the space occupied by the Clonmel Road; thence with said center line of said road north 43 deg. 14' east 73.5 feet; north 36 deg. 16' east 125 feet, north

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 100,000.00

Subscribed and sworn to before me, this the 21st day of October 1976

Affiant

My commission expires: Apr 26 1978 (Affix Seal)

Notary Public

[illegible] 45 deg. 38' east 150 feet, north 37 deg. 14' east 75 feet, north 28 deg. 50' east 260 feet, north 23 deg. 52' east 27.53 feet; thence diverging from said center line north 53 deg. 39' east 334.7 feet to an iron pin; thence north 69 deg. 23' east 100 feet to an iron pin, thence north 87 deg. 24' east 100 feet to an iron pin; thence south 89 deg. 27' east 100 feet to an iron pin; thence south 80 deg. 29' east 100 feet to an iron pin; thence south 65 deg. 14' east 98.9 feet to an iron pin; thence south 66 deg. 04' east 193.3 feet to an iron pin; thence south 43 deg. 14' east 100 feet to an iron pin; thence south 20 deg. 03' east 175 feet to an iron pin; and thence south 10 deg. 52' west 272.5 feet to the beginning.

SECOND TRACT: A tract of land beginning at a concrete marker on the Southern boundary line of a tract of land (being part of lot #8 of Block C of Bridle Path Estates in the Old Overton Lea Estate as of record in Book 974, page 79, conveyed to Edmond J. Walsh and wife Kate Guill Walsh, by deed from Mrs. Laura Lea Robertson of record in Book 1086, page 19, in said Register's Office, which marker, measuring along the southerly boundary of the original Walsh tract, is south 64 deg. 33' east 123 feet from the center of Clonmel Road, and running thence with the Southern boundary line of said original Walsh tract, south 83 deg. 33' east 146.7 feet and south 69 deg. 02' east 482 feet to a concrete marker; and thence north 72 deg. 25' west 626.2 feet to the beginning.

THIRD TRACT: A tract of land beginning at a concrete marker, the extreme south east corner of the above described tract, being the second tract and containing 0.2 acres; and running thence north 52 deg. east, with the south eastern boundary line of said tract of land conveyed to Edmond J. Walsh and wife, 467 feet to an iron pin; thence south 2 deg. 04' east 284.7 feet to an iron pin; and thence south 89 deg 34' west 378.3 feet to the beginning.

Being the same property conveyed to Edmond J. Walsh and wife, Kate Guill Walsh by deeds from Laura Lee Robertson, of record in Book 1086, page 19 and Book 1117, page 96, Register's Office for said County. The said Edmond J. Walsh conveyed his interest to Kate G. Walsh in deed, of record in Book 3281, page 344, Register's Office for said County.

unimproved ( )
This is improved ( ) property, known as Clonmel Road, Nashville, Tennessee 37220
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said LARRY G. WILLIS and wife, JEANNETTE R. WILLIS, their *(successors), 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.*

The title to the above described land is now held in the name of Kate G. Walsh, and Edmond J. Walsh joins in this instrument to convey all of his right and interest that he may have in said land to the said Larry G. Willis and wife, Jeannette R. Willis.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* LARRY G. WILLIS and wife, JEANNETTE R. WILLIS, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said LARRY G. WILLIS and wife, JEANNETTE R WILLIS *hereinafter referred to as trustors, hereby transfer and convey unto* EDWIN H. CARSON, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof, to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 21st *day of* October, *19* 76

Kate G. Walsh

Edmond J. Walsh.

Larry D. Phillips

Jeanne K. Phillips

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dorothy C. Carson, *a Notary Public in and for said County and State,* KATE G. WALSH and EDMOND J. WALSH

the within named 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* 21st *day of* October, *19* 76

Dorothy C. Carson *Notary Public*

Commission expires April 26, 1978

STATE OF Tennessee
COUNTY OF Davidson

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Personally appeared before me, Dorothy C. Carson, *a Notary Public in and for said County and State,* Larry G. Willis and Jeannette R. Willis

the within named 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* 21st *day of* October, *19* 76

Dorothy C. Carson *Notary Public*

Commission expires April 26, 1978

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* .....

..... *Notary Public*

Commission expires .....

OCT22 76	CONV	90,000.00			
OCT22 76	CONV	10,000.00			
OCT22 76	MORT'G	70,000.00			
OCT22 76	S'TAX		B*	260.00	
OCT22 76	S'TAX		B*	68.00	
OCT22 76	RM'FEE		B*	.50	
OCT22 76	W'DEED		B*	8.00	* 336.50

INSTALLMENT DEED

FROM

KATE G. WALSH &

EDMOND J. WALSH

TO

LARRY G. WILLIS &

JEANNETTE R. WILLIS

D 73705

REFERENCE

OCT 22 10 56 AM '76

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238