BOOK 5082 PAGE 841

THIS INSTRUMENT PREPARED BY
WILLIAM D. CASTLEMAN, ATTY.
807 AMERICAN TRUST BLDG.
NASHVILLE, TENNESSEE 37201

INSTALLMENT DEED

For and in Consideration of the sum of Six Thousand, Five Hundred, and---------
($6,500.00)----------Dollars,
of which None----------Dollars,
has been paid in cash by James T. Lawson and wife, Ernestine N. Lawson,
the receipt of which is hereby acknowledged, and for the remainder Six Thousand, Five
Hundred and 00/100 ($6,500.00)----------Dollars,
the said James T. Lawson, et ux, Ernestine N. Lawson, have
executed their one promissory note of even date herewith in the principal sum of Six Thousand, Five Hundred ($6,500.00) Dollars. Said note is payable to the order of TRI-COUNTY CONCRETE CO., INC., and is payable on or before one (1) year from date, together with interest at the rate of six percent (6%) per annum.

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, TRI-COUNTY CONCRETE COMPANY, INC., a Tennessee corporation,

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES T. LAWSON and wife, ERNESTINE N. LAWSON, their heirs and assigns,

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

Land in the Town of Goodlettsville, Davidson County, Tennessee, beginning at the intersection of the center line of Connell Street with the center line of McCasland Street; thence in a northerly direction with the center line of McCasland Street, 216 feet, more or less, to the center of a stream crossed by McCasland Street; thence in a westerly direction with the center of said stream 97 feet, more or less, to a point in the center of said stream; thence in a southerly direction 216 feet, more or less, to a point in the center line of Connell Street; thence in an easterly direction with the center line of Connell Street 115 feet, more or less, to the point of beginning.

Being the same property conveyed to Tri-County Concrete Company, Inc., by deed from John E. McCord and Robert B. Elizer, of record in Book 3796, Page 386, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James T. Lawson and wife, Ernestine N. Lawson, their heirs and assigns forever. it covenant 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.

It further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said real estate to said James T. Lawson and wife, Ernestine N. Lawson, 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 in hand paid, we, the said James T. Lawson and wife, Ernestine N. Lawson,

do hereby transfer and convey unto William D. Castleman, 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 James T. Lawson and wife, Ernestine N. Lawson,

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 $6,500.00 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.

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 James T. Lawson and wife, Ernestine N. Lawson, 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 trust 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 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 James T. Lawson and wife, Ernestine N. Lawson, their 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 William D. Castleman, 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 TRI-COUNTY CONCRETE COMPANY, INC., by its duly authorized officers, and JAMES T. LAWSON, ET UX, ERNESTINE N. LAWSON, hereunto set our hands at Nashville, Tennessee, this the 9th day of Sept., 1976.

TRI-COUNTY CONCRETE CO., INC.

By: William D. Castleman

William D. Castleman, Vice Pres.

James T. Lawson

James T. Lawson

Ernestine N. Lawson

Ernestine N. Lawson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jneall Watson, a Notary Public in and for said County and State, the within named James T. Lawson and wife, Ernestine N. Lawson,

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 9th day of September, 1976

Commission Expires 1-29-77

Jneall Watson, 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 }
COUNTY OF DAVIDSON }

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Before me, Jneall Watson, a Notary Public of the State and County aforesaid, personally appeared William D. Castleman, with whom I personally acquainted, and who, upon oath, acknowledged him self to be Vice-President of the TRI-COUNTY CONCRETE COMPANY, INC., the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee, this 9th day of September, 19 76.

Jneall Watson, Notary Public.

Commission expires 1-29-77.

(over for additional acknowledgements)

OCT 28 76	CONV	*6,500.00			
OCT 28 76	MORT'G	*6,500.00			
OCT 28 76	S'TAX		B*	16.90	
OCT 28 76	S'TAX		B*	4.50	
OCT 28 76	PR'FEE		B*	.50	
OCT 28 76	W'DEED		B*	8.00	* 29.90

Book #9

INSTALLMENT DEED

FROM TRI-COUNTY CONCRETE COMPANY, INC.

TO JAMES T. LAWSON, ET UX, ERNESTINE N. LAWSON

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 74638

IDENTIF. REFERENCE

OCT 28 3 24 PM '76

FELIX A. MILLER JR. REGISTER
DAVIDSON COUNTY, TENN.

VOLLEY ED., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James T. Lawson, etux (NAME)	James T. Lawson, et ux (NAME)	
429 Jackson Boulevard (STREET ADDRESS OR ROUTE NUMBER)	429 Jackson Boulevard (STREET ADDRESS)	Map 19-13
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	Par. 6.5.1

THIS INSTRUMENT WAS PREPARED BY

THIS INSTRUMENT PREPARED BY
WILLIAM D. CASTLEMAN, ATTY.
807 AMERICAN TRUST BLDG.
NASHVILLE, TENNESSEE 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 6,500.00

William D. Castleman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF September, 1976.

Jneall Watson
Notary Public

MY COMMISSION EXPIRES: 1-29-77.

(AFFIX SEAL)