Prepared: Oliver H. Dale - 3121 Dickerson Road, Nashville, Tennessee 37207

BOOK 5094 PAGE 800

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

OLIVER H. DALE AND WIFE CLAUDINE M. DALE

TO NOIE MARVIN MOON AND WIFE, JUDY GREER MOON WITH GOLDIE C. MOON AS PARTICIPANT WITH LIFE ESTATE THEREIN.

For draftsman's use

Peepared by:
Oliver H. Dale
3121 Dickerson Road
Nashville Tennessee
37207

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
NOIE MARVIN MOON AND WIFE (NAME)	JUDY GREER MOON (NAME)	Map. 22
519 Clay Lick Road (STREET ADDRESS OR ROUTE NUMBER)	519 Clay Lick Road (STREET ADDRESS)	Par. 115
Joelton Tenn (CITY) (STATE) (P. O. ZIP)	Joelton Tennessee (CITY) (STATE) (ZIP)	140 25300

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

FILED DEC 8 12 12 PM '76 REGISTER DAVIDSON COUNTY, TENN.

D80282

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$35,000.00 Oliver H. Dale
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF December, 1976

Martha Shepard
Notary Public

MY COMMISSION EXPIRES: 7/19/78

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON CO. TENN.

FOR AND IN CONSIDERATION OF the sum of THIRTY FIVE THOUSAND AND NO/100 ($35,000.00) **DOLLARS**

of which $ 7,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees will pay Two Hundred Forty and 71/100 Dollars each month for 420 months which includes interest at 10% on the unpaid Principal Balance, in amortizing the remaining Twenty Eight Thousand Dollars due to Oliver H. Dale. The said Gantees have executed a Note for the $28,000.00 and monthly payments. It being a provision of this deed that no penalty is provided for advance payment. In agreement for the above theparticipants have this day executed this instrument for the interest of the bargaining parties.

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,

OLIVER H. DALE AND WIFE, CLAUDINE M. DALE

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto NOIE MARVIN MOON AND WIFE, JUDY GREER MOON, WITH GOLDIE C. MOON A LIFE ESTATE

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

Beginning at an iron pipe in the southerly margin of Claylick Road and being Johnson & Rediker's northeast corner; thence with said margin North 83° 00' East 384 feet to an iron pin, being the beginning of a curved line to the left having a radius of 741.3 feet; thence with said curved line northeastwardly 176.3 feet to a point in the original north boundary of the captioned property; thence with said boundary line North 87° 45' East, 251.9 feet to an iron pin and a pile of rocks in a stump hole pointed out by Reding and Johnson as being the corner of Redings property; thence with Redings west boundary line South 1° 45' West 199 poles; thence North 88° West 31 poles to Johnson & Rediker's east boundary line; thence with said boundary line North 4° West 192 poles more or less to the point of beginning and containing 49:0 acres by scale calculations and the same property conveyed to C. W. Sharpe by deed from Mildred Criss as of record in Book 2084, page 299, R.O.D.C., Tennessee.

This being the same property conveyed to Oliver H. Dale, by Final Decree of Chancery Court, Part II, for Davidson County, Tennessee. A certified copy of which is duly recorded in Book 5094, Page 796, of Register's Office of Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as 519 (House Number) Clay Lick Road, (Street) Joelton (P. O. Address:) Tennessee (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 LUCIEN DALE Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest therein 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 $15,000.00 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 outcery, 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 8th day of December 1976.

Noie Marvin Moon — Oliver H. Dale

Judy Greer Moon — Claudine M. Dale

Goldie C. Moon

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Martha Shapard, a Notary Public in and for said County and State, the within named Noie Marvin Moon, Judy Greer Moon, Goldie C. Moon, Oliver H. Dale & Claudine M. Dale 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 8th day of December, 1976.

Martha Shapard, Notary Public.

Commission expires 7/19/78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

DEC-8 76	CONV	35,000.00		
DEC-8 76	MORT'G	28,000.00		
DEC-8 76	S'TAX		B*	91.00
DEC-8 76	S'TAX		B*	26.00
DEC-8 76	TR'FEE		B*	.50
DEC-8 76	W'DEED		B*	4.00 * 121.50

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 .....