BOOK 5136 PAGE 122

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

John Henry Patterson et ux,

Hazel G. Patterson

TO

James R. Creager et ux,

Mary Nell Creager

Please Mail Back To
JOHN G. OAK
2525 Lebanon Road
Nashville, Tenn. 37214

For draftsman's use

Prepared by:
John A. Wade, Attorney
2525 Lebanon Rd.
Nashville, Tenn. 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James R. Creager et ux (NAME)	Same (NAME)	149
2622 Murfreesboro Rd. (STREET ADDRESS OR ROUTE NUMBER)	2622 Murfreesboro Rd. (STREET ADDRESS)	167 pt
Nashville, Tenn. 37217 (CITY) (STATE) (P. O. ZIP)	Nashville Tenn. 37217 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

APR 14 11 53 AM '77

REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 80,000.00 James R. Creager
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF April, 1977.

Helen L. Johnson
Notary Public

MY COMMISSION EXPIRES: 5-28-79.

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

FOR AND IN CONSIDERATION OF the sum of Eighty Thousand and no/100 ($80,000.00) DOLLARS

of which $ 23,800.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an installment deed note of even date payable to the order of grantors herein, in the principal amount of $56,200.00 together with interest payable in 180 monthly installments as follows: May 6, 1977 the sum of $398.08 which is interest only; June 6, 1977 the sum of $396.98 which is interest only; July 6, 1977 the sum of $395.87 which is interest only; August 6, 1977 the sum of $394.76 which is interest only; September 6, 1977 the sum of $393.63 which is interest only; October 6, 1977 the sum of $392.50 which is interest only; November 6, 1977 the sum of $391.36 which is interest only; December 6, 1977 the sum of $390.21 which is interest only; January 6, 1978 the sum of $1827.48 of which $1438.43 is payment to principal and $389.05 of which is payment to interest; thereafter, the sum of $553.43 on the 6th day of each succeeding month for 171 additional installments; said payments include both principal and interest at the rate of 8.50% per annum on the decreasing principal balance. The principal balance after the January 6th, 1978 payment ($1827.48) shall be $54,761.57; 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, John Henry Patterson and wife, Hazel G. Patterson, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James R. Creager and wife, Mary Nell Creager, herein called grantees, their heirs, and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the second formerly the fifth Civil District of Davidson County, Tennessee described according to a survey by James L. Murphy, Jr. & Co., dated March 30, 1977 as follows:

SAID tract of land begins at an iron pin on the southwesterly margin of Murfreesboro Road at the northeasterly corner of the Houston Wrecker Service of record in Book 5036, page 61, Register's Office for Davidson County; thence with the southwesterly margin of Murfreesboro Road south 45° 25' east 199.26 ft. to an iron pin on said margin; thence south 53° 35' west 250.51 ft. part of which is along a fence to an iron pipe set at a fence corner; thence with Flo H. Jennison's property of record in Book 3874, page 491, south 52° 37' 30" west 165.58 ft along said fence to an iron pin at a fence corner; thence with said fence north 43° 16' 57" west 201.02 ft. to a corner post; thence north 53° 35' east 408.93 ft., the last part of which is along the Houston Wrecker Service line, to the point of beginning, and containing 1.86 acres, more or less.

BEING the same property conveyed to John Henry Patterson and wife, Hazel G. Patterson by deed from Houston Ross and wife, Francis L. Ross of record in Book 3218, page 339, Register's Office for Davidson County, Tennessee.

D 98745

Also conveyed pursuant to the same terms and warranties as set forth in this deed is an easement which was reserved for the purpose of giving the tract of land herein described and conveyed access to sewer line service. This deed conveys the below described easement together with the right and privilege of inspecting same, maintaining and repairing said sewer upon said described easement , to wit:

Beginning 280.0 feet in a direction of south 89° 24' east from the point of beginning of the above described tract of land; thence south 89° 24' east, 196.5 feet; thence north 51° east 238.4 feet; thence westerly 120 feet; thence south 51° west 226.4 feet; thence north 89° 24' west 184.5 feet; thence southerly 12.0 feet to the point of beginning.

Being the same easement reserved to John H. Patterson and wife, Hazel G. Patterson from William Albright and wife by deed of record in Book 4948, pages 504 and 505, Register's Office for Dav idson County, Tennessee.

This is improved property, known as 2730-2731-2733 Murfreesboro Rd. Nashville, Tennessee.

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 John A. Wade 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 $ full insurable value 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:

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 6th day of April 19 77.

X John Henry Patterson
John Henry Patterson

X James R. Creager
James R. Creager

X Hazel G. Patterson
Hazel G. Patterson

X Mary Nell Creager
Mary Nell Creager

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John Henry Patterson et ux, Hazel G. Patterson and James R. Creager et ux, Mary Nell Creager 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 6th day of April, 19 77.

HELEN L. JENKINS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Helen L. Jenkins, Notary Public.

Commission expires 5-20-79.

APR 14 77	CONV	80,000.00				
APR 14 77	MORT'G	56,200.00				
APR 14 77	S'TAX		B*	208.00		
APR 14 77	S'TAX		B*	54.20		
APR 14 77	PR'FEE		B*	.50		
APR 14 77	W'DEED		B*	4.00	*	266.70