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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

ALAN D. GOODWIN

TO

KAREN DUNN NOEL, TRUSTEE

For draftsman's use

PREPARED BY: Mail

John G. Doak, Attorney
2525 Lebanon Road
Nashville, Tennessee 37214

BOOK 5138 PAGE 555

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Karen Dunn Noel, Trustee	Same	90 12
c/o Freeman Brothers (NAME)	(NAME)	57
15th Fl.-3rd Natl. Bldg. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pal
Nashville, Tn. 37219 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

APR 21 12 09 PM '77

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 139,000.00

Karen Dunn Noel Trustee
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF April, 19 77

Notary Public

MY COMMISSION EXPIRES: 5-18-79

(AFFIX SEAL)

D99857

FOR AND IN CONSIDERATION OF the sum of One Hundred Thirty Nine Thousand and no/100 ($139,000.00) DOLLARS

of which $ 7,295.94 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed an installment deed note of even date payble to the order of grantors herein, in the principal amount of $64,000.00, plus interest at the rate of 8.5% per annum, payable $555.42 per month, including principal and interest, commencing on the 15th day of May, 1977, and continuing on the 5th day of each succeeding month thereafter until the 1st day of February, 1986, t which time all remaining unpaid principal and any accrued interest shall be ue and payble in full.

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,

Alan D. Goodwin and wife, Elaine C. Goodwin

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Karen Dunn Noel, Trustee

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

LAND in the 8th Civil District of Davidson County, Tennessee, being Lots Nos. 2 and 3 on the Plan of a subdivision of Lot 28 and part of Lot 30 of the B. F. Cockrill estate and the westerly 192 feet of a 12 foot closed alley to the rear of said lots, as of record in Book 332, page 2, Register's Office for Davidson County, Tennessee, and being described by survey of Barry Greer & Associates dated April 5, 1977, as follows:

BEGINNING at an iron pin set at the southwest corner of Lot 3 on said plan, and the intersection of the northerly margin of Robertson Avenue and the easterly margin of Crowley Drive; thence with the easterly margin of Crowley Drive N. 04° E. 152 feet to an iron pin set at the southwesterly corner of Lot 11 on said survey; thence with the southerly line of Lot 11, S. 84° 42' E. 140 feet to the southeasterly corner of Lot 11; thence S. 84° 42' E. 12 feet to the the southwesterly corner of Lot 4 on said plan; thence with the southerly line of Lot 4, S. 84° 42' E. 40 feet to a point; thence with a fence row and the westerly line of Lot 1, S. 04° W. 152 feet to a point on the northerly margin of Robertson Avenue and the southwesterly corner of said Lot 1; thence with the northerly margin of Robertson Avenue N. 84° 42' W. 192 feet to the point of beginning.

BEING the same real property conveyed to Alan D. Goodwin by deed from C. P. Lynch and wife, Margaret C. Lynch of record in Book 4346, page 22, Register's Office for Davidson County, 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 except for deed of trust in Book 3869, page 695, Register's Office for Davidson County, Tennessee, and for deed of trust in Book 4346, page 24, Register's Office for Davidson County, Tennessee, which grantee expressly takes "subject to".

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 C. Doak 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 poesession 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 14th day of April 19 77.

Alan D. Goodwin

Karen Dunn Noel, Trustee

Elaine C. Goodwin

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 Karen Dunn Noel, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of April, 1977.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-20-79.

STATE OF Maine

COUNTY OF Kennebec

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Alan D. Goodwin and wife, Elaine C. Goodwin, 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 Augusta, Maine, this 14th day of April, 1977.

NOTARY PUBLIC

MY COMMISSION EXPIRES: December 22, 1983

APR 21	CONV	[illegible]	
APR 21	CONV	[illegible]	
APR 21	MORT'G	[illegible]	
APR 21	S'TAX		361.40 *
APR 21	S'TAX		62.00 *
APR 21	RPTFEE		.50 *
APR 21	DEED		[illegible] * 427.90