Prepared by: Homer R. Ayers, Atty.
223 Madison St.-Madison, Tenn.

Installment Deed

BOOK 5142 PAGE 201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ENNIS C. MOORE, ET UX	SAME	Map 119
(NAME:) 207 Cima Drive	(NAME:)	Parcel 1000
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville, Tn. 37072	(STREET ADDRESS)	10 D 21990
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ---SEVENTY THOUSAND AND 00---------- ----------($70,000.00)---------- *Dollars,*

of which --------TWENTY THOUSAND AND 00/100---------- ----------($20,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ------FIFTY THOUSAND AND 00/100 ----------($50,000.00)---------- *Dollars,*

ENNIS C. MOORE AND WIFE, THELMA B.MOORE

ha ve executed

a promissory note of even date herewith payable to E. Dudley Cole and wife, Aline P. Cole, payable on or before January 1, 1978, Said note bears interest from date at the rate of six per cent (6%) per annum.

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, E. DUDLEY COLE AND WIFE, ALINE P. COLE, hereinafter referred to as Grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said ENNIS C. MOORE AND WIFE, THELMA B. MOORE, hereinafter referred to as Grantees, their

(successors), heirs and assigns,

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

A tract of land located in the 10th Civil District of Davidson County, and Sumner Tennessee, and in the 6th Civil District of Sumner County, Tennessee, bounded and described as follows:

BEGINNING at a 20 inch elm, McCord's corner, in fence corner approximately 75 feet south of the mouth of cave; thence with fence and McCord's line north 59 deg. east 189 feet to a 30 inch poplar; thence with fence north 68 deg. east 241 feet to an 8 inch elm; thence with fence north 84 deg. east 90 feet to an 18 inch oak; thence with fence north 59 deg. east 76.5 feet to an iron pin in fence, McCord's corner; thence with his line, north 26 deg. 36' west 65 feet to a 36 inch beech; thence with McCord's line (Hollow and branch) North 26 deg. 36' west 1452 feet to a point near a spring east side of branch; McCord's corner; thence with Lundy's line north 87 deg. west 1326.6 feet to a point in the center of Mansker's Creek; thence with creek (south 20 deg. east 132 feet; south 24 deg. west 201.3 feet; south 30 deg. east 151.14 feet; south 80 deg. 30' east 151.14 feet; south 16 deg. east 198 feet; south 12 deg. west 99 feet; south 22 deg. east 108.9 feet; south 21 deg. 30' east 174.9 feet; south 24 deg. 30' west 89.76 feet; south 21 deg. east 129.36 feet; south 38 deg. east 44.88 feet); thence leaving creek south 17 deg. west 101 feet to a spike in the center of Tinnin Road; thence with center line of road along a left curve of 783.36 foot radius in a southeasterly direction 341.3 feet to a spike;

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 70,000.00

Subscribed and sworn to before me, this the 29th day of April, 19 77

Affiant

My commission expires: 9-12-78

(Affix Seal)

Notary Public

thence with road south 60 deg. 42' east 228.3 feet to a spike; thence with road along a left curve of 1013.13 foot radius 248.73 feet in a southeasterly direction to a spike; thence with road south 74 deg. 46' east 226 feet to a spike; thence with road and along a right curve 713.9 feet radius 217.69 feet in a southeasterly direction to a spike in the center of Tinnin Road; thence north 29 deg. 32' east 84 feet to a 24-inch elm in fence corner and McCord's corner; thence with McCord's line and fence north 27 deg. west 298.5 feet to the point of beginning containing 56.14 acres, more or less.

BEING the same property conveyed to E. Dudley Cole, and wife, Aline P. Cole by deed from Lee W. Denney, and wife, Grace H. Denney of record in Book 3134, page 111, Register's Office for Davidson County, Tennessee, and of record in Book 185, page 184, Register's Office for Sumner County Tennessee.

This property is conveyed subject to easements for transmission and T.V.A. lines of record in Book 1181, page 330, Register's Office for Davidson County, Tennessee and Book 119, page 493, Register's Office for Sumner County, Tennessee.

unimproved ( )
This is improved ( ) property, known as ..... (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 Grantees, 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.* , except as appears of record.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, 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 Ennis C. Moore, and wife, Thelma B. Moore ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas E. Stewart ....., *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 $ insurable *, 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 or the " 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 29th *day of* April, *19*77.

E. Dudley Cole
E. Dudley Cole

Aline P. Cole
Aline P. Cole

Ennis C. Moore
Ennis C. Moore

Thelma B. Moore
Thelma B. Moore

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Ennis C. Moore and wife, Thelma B. Moore, E. Dudley Cole and wife, Aline P. Cole

*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 Goodlettsville *Tennessee, this* 29th *day of* April, *19*77.

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 9-12-78

STATE OF.....

COUNTY OF.....

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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 }

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.....

MAY-27-77	CONV	70,000.00			
MAY-27-77	MORT'G	50,000.00			
MAY-27-77	S'TAX		B*	132.00	
MAY-27-77	S'TAX		B*	48.00	
MAY-27-77	PR'FEE		B*	.50	
MAY-27-77	W'DEED		B*	8.00	* 238.50

mail: Bank of Woodlawn, Woodlawn, Va 24072

INSTALLMENT DEED

FROM

E. DUDLEY COLE, ET UX

TO

ENNIS C. MOORE, ET UX

E01451

IDENTIF. REFERENCE

MAY 2 9 44 AM '77

FELIX J. ... REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115

Representing

Chicago Title Insurance Company
CHICAGO, ILLINOIS