INSTALLMENT DEED

For and in Consideration of the sum of fifty-five thousand and no/100---------
----------($55,000.00) Dollars,
of which fifteen thousand, nine hundred forty and no/100($15,940.00) Dollars,
has been paid in cash by Thomas L. Goddard and wife, Ruth D. Goddard,
the receipt of which is hereby acknowledged, and for the remainder thirty-nine thousand and
~~sixty and no/100 ($39,060.00)~~ ---------- Dollars,
the said Thomas L. Goddard and wife, Ruth D. Goddard, have executed and delivered their joint and several Installment Deed Note, of even date herewith, in the principal amount of $39,060.00, payable in six (6) annual installments of $6,510.00 each plus interest on the unpaid principal balance at the rate of eight per cent (8%) per annum to the order of Herbert L. Helms beginning May 1, 1978.

all of said notes bearing ~~six~~ eight 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, I, Herbert L. Helms, unmarried,
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have this day bargained and sold, and do hereby transfer and convey unto the said Thomas L. Goddard and wife, Ruth D. Goddard, and their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Beginning at a point, said point being the Northwestern corner of a tract of land conveyed to Walter J. Edwards by Birdie Louise Staggs by deed of record in Book 4173, Page 418, Register's Office of Davidson County, Tennessee; thence North 3.0° West 419' to a point in the Southern margin of the Tennessee Central Railroad right-of-way, said point being the Northwestern corner of a tract of land conveyed to Albert M. Helms from Susie E. Hooper et vir by deed of record in Book 785, Page 173, said Register's office; thence southeasterly with the Southern margin of said railroad right-of-way South 44° 45' East 309.5 feet to a stake in said right-of-way; thence South 3.0° East 182' to a stake in the Edwards boundary line; thence with the Northern boundary line the said tract of land conveyed to the said Walter J. Edwards, South 86° 15' West 204 feet to the point of beginning, containing 1.40 acres, more or less.

Being part of the same property conveyed to Herbert L. Helms by deed from Albert M. Helms et ux, Alice Helms, of record in Book 1320, Page 487, said Register's Office, and the property conveyed to Herbert L. Helms by deed from Samuel Earl Helms and wife, Lexie Helms, of record in Book 5143, Page 677, said Register's Office.

This is unimproved (X) improved ( ) property, known as Helms Road near Donelson, Tennessee-old 3rd District
(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 Thomas L. Goddard and wife, Ruth D. Goddard, and their heirs and assigns forever. I covenant that I am 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 1977 taxes, which shall be pro-rated.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Thomas L. Goddard and wife, Ruth D. Goddard, and 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 Thomas L. Goddard and wife, Ruth D. Goddard

do hereby transfer and convey unto Rollie L. Woodall, 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 Thomas L. Goddard and wife, Ruth D. Goddard,

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 $ ////////////////// 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 Thomas L. Goddard and wife, Ruth D. Goddard, 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; if 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 Thomas L. Goddard and wife, Ruth D. Goddard, 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 Rollie L. Woodall, 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 Herbert L. Helms, unmarried, and Thomas L. Goddard and wife, Ruth D. Helms, hereunto set our hands at Nashville, Tennessee, this the 20 day of May 19 77

Herbert L. Helms

Thomas L. Goddard

Ruth D. Goddard

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, the within named Herbert L. Helms, Thomas L. Goddard, and wife, Ruth D. Goddard,

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 20 day of May, 1977

Commission Expires 11-12-78

Dewey W. Pedigo, 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 }

BOOK 5149 PAGE 819

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,
with whom I 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 .....

(over for additional acknowledgements)

MAY20 CONV 55,000.00
MAY20 MORT'G 39,060.00
MAY20 S'TAX B* 143.00
MAY20 S'TAX B* 37.10
MAY20 PR'FEE B* .50
MAY20 W'DEED B* 8.00 * 188.60

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E04883

IDENT. REFERENCE

MAY 20 3 19 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas L. Goddard et ux (NAME)	Thomas L. Goddard and wife, Ruth D. Goddard (NAME)	Map 84-16
2505 Timwood Drive (STREET ADDRESS OR ROUTE NUMBER)	2505 Timwood Drive (STREET ADDRESS)	Par 175
Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37214 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Rollie L. Woodall
Attorney
213 Third Avenue, North
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 55,000.00 Lewis W. Padgett
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF May, 1977.

Lois W. Williams
Notary Public

~~MY COMMISSION EXPIRES~~: Aug. 8, 1979