BOOK 5155 PAGE 459

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
James M. Rich and wife (NAME)	James M. Rich and wife, (NAME)	51-16
321 E. Due West Avenue (STREET ADDRESS OR ROUTE NUMBER)	1204 Berwick Trail (STREET ADDRESS)	69
Madison, Tennessee 37115 (CITY) (P. O. ZONE) (STATE)	Madison, Tennessee 37115 (CITY) (ZONE) (STATE)	Pd

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of ($10,500.00) -
Ten Thousand Five Hundred and No/100 - DOLLARS
of which $ 500.00 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 their note of even date herewith, for the principal sum of Ten Thousand and No/100 ($10,000.00) Dollars, payable to Thomas H. McCormack and wife, Sara S. McCormack, in monthly installments as follows: On the First day of July, 1977, the sum of Eighty-seven and No/100 ($87.00) Dollars, and thereafter a like sum of $87.00 shall be paid on the first day of each succeeding month, until the entire sum of said indebtedness, plus interest on the unpaid balance thereof, at the rate of 6½% per annum, shall have been paid in full. All of said monthly installments of $87.00 each shall apply first to said 6½% interest and second to the principal thereof,

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. We,

THOMAS H. McCORMACK AND WIFE, SARA S. McCORMACK

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

JAMES M. RICH AND WIFE, DIXIE F. RICH

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

Being the southeasterly 25 feet of Lot #6 and the northwesterly 40 feet of Lot #7 on the Map of George F. Roth's Re-Subdivision of Lots #19 and #23, Montague Subdivision, not of record and described more particularly as follows:

Beginning at a point in the northeasterly margin of Due West Avenue, 332.5 feet southeasterly from the margin of Milliken Bend Road; thence northerly 200 feet to a point in the line of Lot #13; thence with the line of said lot, southeasterly 15 feet to a point; thence southwesterly 200 feet to the margin of Due West Avenue; thence with the margin of same northwesterly 65 feet to the point of beginning.

Being the same property conveyed to Thomas H. McCormack and wife, Sara S. McCormack, by deed from Ona Mai Wilkes, of record in Book 2396, page 335, Register's Office for Davidson County, Tennessee.

This is improved ( ), unimproved (X) property known as 321 (House Number) E. Due West Avenue (Street) Madison, Tennessee 37115 (P. O. Address:) (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 convenant 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 F. Reynolds 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 $10,000.00 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 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 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 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 1st day of June 19 77

Thomas H. McCormack — James M. Rich

Sara S. McCormack — Dixie F. Rich

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 10,500.00

Affiant James M. Rich

Subscribed and sworn to before me, this the 1st day of June 19 77

My commission expires August 20, 1979 (Affix Seal)

Notary Public Lloyd M. Pate

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 Thomas H. McCormack & wife, Sara S. McCormack & James M. Rich & wife, Dixie F. Rich the bargainer, 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 Madison, Tennessee this 1st day of June 19 77

Commission Expires August 20, 1979 Lloyd M. Pate Notary Public.

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 _____

Commission Expires _____ Notary Public

JUN-6 77 CONV 10,500.00
JUN-6 77 MORT'G 10,000.00
JUN-6 77 S'TAX B* 27.30
JUN-6 77 S'TAX B* .80
JUN-6 77 PRFEE B* .50
JUN-6 77 DEED B* 4.00 * 39.80

This instrument was prepared by:
Frank P. Reynolds, Attorney, 216 Third Avenue, North, Nashville, Tennessee 37201
Name Address

INSTALLMENT DEED

FROM

Thomas H. Mc Cormack and wife,

To

James M. Rich and wife,

Dixie F. Rich

E07428

IDENTIF. REFERENCE

JUN 6 12 43 PM '77

REGISTER

Published by

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