BOOK 5156 PAGE 950

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Gerald T. Fisher and wife,
Nancy W. Fisher

TO

Ilyas Muhammad and wife,
Lillian B. Muhammad

For draftsman's use

This instrument prepared by
Gerald T. Fisher
6593 Jocelyn Hollow Road
Nashville, Tennessee 37205

BOOK 5156 PAGE 948

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ilyas Muhammad et ux (NAME)	Gerald T. Fisher (NAME)	Map 118-5 Par 150
935 Gale Lane (STREET ADDRESS OR ROUTE NUMBER)	6593 Jocelyn Hollow Road (STREET ADDRESS)	16DA 04530
Nashville, Tennessee 37204 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37205 (CITY) (STATE) (ZIP)	

E08070

IDENTIFICATION REFERENCE

(FOR REGISTER'S USE)
JUN 8, 3 51 PM '77
FEE ... REGISTER
DAVIDSON CO., TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $52,500.00

$ _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF June 19 77.

Notary Public

~~MY COMMISSION EXPIRES:~~ Dep Register

(~~AFFIX SEAL~~)

FOR AND IN CONSIDERATION OF the sum of Fifty Two Thousand Five Hundred and No/100 Dollars DOLLARS of which $ 2,250.00 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 a note for Fifty Thousand Two Hundred Fifty Dollars ($50,250.00), bearing interest at the rate of ten per cent (10%) per annum, figured monthly on the first day of each month on the unpaid balance. The note is payable in the sum of Four Hundred Forty and 99/100 Dollars ($440.99) on the first day of July, 1977, and on the first of each succeeding month until paid. The note is payable to Gerald T. Fisher, at the office of Gerald T. Fisher, Nashville, Tenn., or as designated by the holder of the note. The holder of the note reserves the right to collect an escrow amount sufficient to pay the annual taxes and insurance. Any payment more than fifteen (15) days late in being received by the holder of the note shall bear a penalty of five per cent (5%) of the total payment due.

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, Gerald T. Fisher and wife, Nancy W. Fisher

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

Ilyas Muhammad and wife, Lillian B. Muhammad

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

Land in Davidson County, Tennessee, being the northerly part of the westerly part of Lot No. 3, on the Map and survey showing the Subdivision of part of the Vaulx Property made by Erle Drake, County Surveyor for said County, on July 1, 1921, but which map is not of record and described according to a survey made on May 24, 1923, by S. M. McMurray Engineering Company as follows:

Beginning at a point on the south margin of Gale Avenue 500 1/2 feet east along the south margin of said Avenue from the western boundary of the said Vaulx Property, at the corner of Lots Nos. 2 and 3; thence running along the southerly margin of Gale Avenue, North 77° 15' east 128.5 feet to a stake, the same being 43.1 feet westerly from a point where the westerly margin of Craig Avenue, extended would intersect the southern margin of Gale Avenue; thence South 13° 15' East 187.5 feet, more or less, to a point in the north right-of-way line of the property of the State of Tennessee, described in the decree of condemnation rendered in the cause of State of Tennessee vs. Gerald T. Fisher et ux, a certified copy of which is of record in Book 4999, page 739, Register's Office for Davidson County, Tennessee, specific reference to which is here made for the location of said northerly right-of-way line; thence westwardly along said northerly right-of-way line a distance of 129.3 feet, more or less, to a point in the line between said Lots Nos. 2 and 3; thence North 13° 15' West along the line between said Lots Nos. 2 and 3, 173.20 feet, more or less, to the point of beginning.

Being part of the same property conveyed to Gerald T. Fisher and wife, Nancy W. Fisher, by deed from F. N. Hutcheson and wife, Ada J. Hutcheson, of record in Book 4575, page 408, Register's Office for Davidson County, Tennessee.

This is improved property, known as 935 Gale Lane, Nashville, Tennessee 37204

CO 52,500.00	MO 50,250.00
WD 1.00	MS
TD	ST 136.50
CC	ST 48.20
MR	PF .50
UCC	TOTAL 191.20

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 L. Kenneth Johnson, 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 $45,000.00 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 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 June 19 77.

Gerald T. Fisher — Ilyas Muhammad

Nancy W. Fisher — Lillian B. Muhammad

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 Gerald T. Fisher and wife, Nancy W. Fisher, 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 Nashville, Tennessee, Tennessee, this 6th day of June, 19 77.

John M Taylor, Notary Public.

Commission expires My Commission Expires March 13, 1979

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Ilyas Muhammad and wife, Lillian B. Muhammad, with whom I am personally acquainted, and who, upon oath, acknowledged that they are the within named bargainors, and that they, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 6th day of June, 19 77.

Patti A. Wood, Notary Public.

Commission expires 10-28-78