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Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Haley Contractors, Inc. (NAME:)	new owner (NAME:)	172
506 Tanksley Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	95
Nashville, TN 37211 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	6D72250

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy Five Thousand & 00/100 ($175,000.00) *Dollars,*

of which Fifty One Thousand Seven Hundred Fifty & 00/100 ($51,750.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty Three Thousand Two Hundred Fifty & 00/100 ($123,250.00) *Dollars,*

Haley Contractors, Inc. *has executed*

its one promissory note in like amount of even date herewith, bearing interest at the rate of 8% per annum, payable to the order of Mae Josephine Willie Morris in annual installments of $24,650.00 each plus interest, the first of said installments being due one year after date,

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, I,

MAE KAUFMAN J. WILLIE, now MORRIS,

have this day bargained and sold, and do hereby transfer and convey unto the said

HALEY CONTRACTORS, INC.,

its *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being a tract of land in the 6th, formerly the 8th, Civil District of said County, being Lots Nos. 4 and 10 on the Map of Marshall T. Polk's Farm, as of record in Book 421, page 146, Register's Office for said County, described together as follows:

Beginning in the center of the Nolensville Pike at the corner of Lots Nos. 3 and 4 on said plan; thence with the center of said Pike, South 44° East 77.1 poles, South 33° East 68.6 poles to the southeast corner of said Lot No. 10; thence with the southerly line of Lot No. 10, South 64-1/2° West 67.1 poles to a stake on the north side of a road; thence North 2° East 25 poles to a stone; thence North 87° West 104.2 poles to a stone, the southwest corner of said Lot No. 10 in the east line of Lot No. 5; thence with the east line of Lot No. 5, North 3-3/4° East 112.8 poles to an iron pin in the south line of Lot No. 3; thence with said line, South 87° East 70 poles to the beginning, containing 90.4 acres, more or less.

Being the same property conveyed to Oscar Edwin Willie and wife, Mae Kaufman J. Willie, by deed from Ben L. Cunliff and wife, Lillian Reyer

Mail To

This Instrument was prepared by John J. Archer, Attorney
300 James Robertson Parkway, Nashville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 175,000.00

Affiant

Subscribed and sworn to before me, this the 5TH day of July 1977

My commission expires: 1-31-78

(Affix Seal)

Notary Public

* 32408

Cunliff, of record in Book 3902, page 971, said Register's Office; the said Oscar Edwin Willie having since died, and the said Mae Kaufman J. Willie having since remarried.

CO.
MO.
ST.
ST.
OR.
W'BEED

175,000.00
123,250.00

455.00
121.20
.50
8.00 584.70

T. O. Morris, the husband of Mae Kaufman J. Willie Morris, joins herein and does hereby transfer and convey to said Haley Contractors, Inc., all rights of homestead and all other right, title and interest he may have in and to the within conveyed property by reason of the said marital relationship, but no further or otherwise.

This is (unimproved / improved) (X) property, known as 6309 Nolensville Road, Nashville, TN 37211
(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 Haley Contractors, Inc., its *(successors), 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 the lien of taxes for the year 1977, which have been prorated and assumed by the said Haley Contractors, Inc.

Said property is conveyed subject to the right of LLoyd R. Willie to remain in non-exclusive possession of a part thereof, for a term not to exceed 60 days after date hereof.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Haley Contractors, Inc., its *(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 Haley Contractors, Inc., *hereinafter referred to as trustors, hereby transfer and convey unto* Rebecca Thomas, *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 $_____, 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 property, or the lien 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.

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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 5TH day of July, 19 77

E 12506

IDENTIF. REFERENCE

JUL 5 10 35 AM '77

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Mae Kaufman J. Willie Morris

Mae Kaufman J. Willie Morris

T. O. Morris

T. O. Morris

HALEY CONTRACTORS, INC.

by James D. Haley, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, JOHN T. ARCHER, *a Notary Public in and for said County and State,* Mae Kaufman J. Willie Morris and husband, T. O. Morris,

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 Nashville, *Tennessee, this* 5TH *day of* July, *19* 77.

JOHN T. ARCHER
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 1-31-78

STATE OF.....

COUNTY OF.....

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, John J. Archer, *a Notary Public of the State and County aforesaid, personally appeared* James D. Haley, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President, *of the* Haley Contractors, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee
this 5th *day of* July, *19*77

.....*Notary Public*

Commission expires 1-31-78

JOHN J. ARCHER NOTARY PUBLIC DAVIDSON

INSTALLMENT DEED

FROM
MAE KAUFMAN J. WILLIE, now
MORRIS

TO
HALEY CONTRACTORS, INC.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238