This instrument prepared by Thomas V. White, Attorney, 26th Floor, First American Center, Nashville, Tennessee 37238

Installment Deed

BOOK 5169 PAGE 773

To be assigned

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Marion Thurman Builder	Marion Thurman Builder	
(NAME:)	(NAME:)	
2929 Selena Drive	2929 Selena Drive	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	Nashville, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Five Thousand Five ($25,005.00) *Dollars,*

of which Five ($5.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Five Thousand ($25,000.00) *Dollars,*

Marion Thurman Builder *has* S *executed*

an Installment Deed Note of even date in the amount of Twenty Five Thousand Dollars ($25,000.00) due on or before June 15, 1978 together with interest from October 31, 1977 at the rate of seven and one-half percent (7-1/2%).

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, Randall Phillips Builders, Inc.

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

(successors), heirs and assigns,

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

Beginning at a point in the Northern margin of Miner's Cove; thence North 50 degrees 49 minutes and 19 seconds East a distance of 149.98 feet to a point; thence South 27 degrees 36 minutes 11 seconds a distance of 131.47 feet to a point; thence South 18 degrees 6 minutes 11 seconds East a distance of 109.20 feet to a point; thence South 34 degrees 19 minutes 27 seconds West a distance of 215.0 feet to a point; thence North 85 degrees 13 minutes 17 seconds West a distance of 83 feet to a point; thence South 2 degrees 20 minutes 21 seconds West a distance of 8.40 feet to a point; thence North 42 degrees 2 minutes 24 seconds West a distance of 55.0 feet to a point; thence North 13 degrees 0 minutes 5 seconds East a distance of 157.85 feet to a point in the Southeast margin of Miner's Cove. Thence around the curve with a radius of 50 feet a distance of 160.22 feet to a point; thence around a curve having a radius of 50 feet 21.75 feet to the point of beginning, and containing 1.383 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 25,005.00

Affiant

Subscribed and sworn to before me, this the 30th day of June 19 77

Notary Public

My commission expires: 12-7-1980

(Affix Seal)

Being a portion of property of Randall Phillips Builders, Incorporated recorded in book 4577, page 640, R.O.D.C., 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 Marion Thurman Builder, its ..... *(successors),* ~~heirs~~ *and assigns forever.* it does *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Randall Phillips Builders, Inc., does assigns ..... *further covenant and bind* itself, its successors and / ~~XXXXXXXXXXXXXXXX heirs and representatives,~~ *to warrant and forever defend the title to said real estate to said* Marion Thurman Builder ..... *(successors),* ~~XXXX~~ *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 Marion Thurman Builder ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas V. White, *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.

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 30th *day of* June, *19* 77

RANDALL PHILLIPS BUILDERS, INC.

BY: Randall Phillips

MARION THURMAN BUILDER

BY: Marion Thurman

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Mason Thurman, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* Owner *of the* Marion Thurman Builder, *the within named bargainor, a corporation, and that* he *as such* owner, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* owner

Witness my hand and seal, at office in Nashville, Tennessee, *this* 29th *day of* June, *19* 77

Pamela Hopper *Notary Public*

Commission expires 12-7-1980

JUL 12 77	CONV	25,005.00			
JUL 12 77	MORT'G	25,000.00			
JUL 12 77	S'TAX		B*	65.00	
JUL 12 77	S'TAX		B*	23.00	
JUL 12 77	PR'FEE		B*	.50	
JUL 12 77	W'DEED		B*	10.00	* 98.50

INSTALLMENT DEED

FROM RANDALL PHILLIPS BUILDERS, INC.

TO MARION THURMAN BUILDER

E 13845

IDENTIFICATION REFERENCE

JUL 12 10 39 AM '77

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

BOOK 5169 PAGE 777

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Randall Phillips, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Randall Phillips Builders, 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 himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 30th day of June, 1977.

Barbara Collier Notary Public

BARBARA COLLIER * NOTARY PUBLIC * DAVIDSON COUNTY

Commission expires June 9, 1979