ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
James E. Nichols and Jack D. Brown (NAME)	Same (NAME)	94 - 136
P.O. Box 7218 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37210 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

ef

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of TWENTY-NINE THOUSAND and NO/100---------- ----------($29,000.00)--- DOLLARS

of which $ 14,500.00 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 Installment Deed Note of even date herewith in the principal amount of $14,500.00 and payable to the order of Grantor on or before April 15, 1978, together with interest at the rate of eight percent (8%) per annum,

JUL 18	CONV	29,000.00			
JUL 18	MORT'G	14,500.00			
JUL 18	S'TAX		8*	75.40	
JUL 18	S'TAX		8*	12.50	
JUL 18	PR'FEE		8*	.50	
JUL 18	W'DEED		8*	6.00	* 94.40

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.

RIVERHILLS, INC.

hereinafter called the grantor, has this day bargained and sold, and ~~x~~ does hereby transfer and convey unto

Janes E. Nichols and Jack D. Brown, as tenants in common,

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

Land in the 3rd Civil District of Davidson County, Tennessee, described according to a survey made by Turner Engineering Company, Inc., dated June 14, 1977, as follows:

Beginning at a point in the southerly margin of proposed River Hills Drive at the northeast corner of James E. Nichols and Jack D. Brown property; thence with the proposed south margin of River Hills Drive around a curve with a radius of 563.12 feet northeasterly 174.28 feet to the beginning of another curve; thence around said curve which has a radius of 25.00 southeasterly 36.93 feet to the westerly margin of an unnamed proposed Road; thence with the westerly margin S 35° 05' 56" E 110.05 feet to a point; thence with the westerly margin of said unnamed proposed Road around a curve with a radius of 586.63 feet southeasterly 376.17 feet to a point; thence continuing with the westerly margin of said Road S 1° 38' 30" W 6.49 feet to a point; thence S 89° 04' 23" W 96.63 feet to a point; thence S 81° 23' 30" W 95.1 feet to a point; thence S 0° 52' 30" W 13.4 feet to a point; thence S 80° 14' 30" W 73.48 feet to a point; thence N 13° 01' 30" W 449.37 feet to the point of beginning.

BEING part of the property conveyed to Riverhills, Inc., a Tennessee corporation by deed from William R. Carter and wife, Jane S. Carter and William R. Davidson and wife, Vera R. Davidson of record in Book 4495, page 41, and amended in Book 4495, page 46, said Register's Office.

Rebecca R. Nichols and Gloria W. Brown,

wives of James E. Nichols and Jack D. Brown, respectively, join herein for the purpose of conveying to the Trustee hereinafter named, and subjecting to the lien of this Installment Deed, any and all marital rights which they have in the hereinabove-described property.

This property is unencumbered except for:

1. 1977 taxes, which when finally determined, shall be prorated as of the date of closing.
2. Restrictions of record in Book 3806, page 375, said Register's Office.
3. Restrictions as shown on Plat of record in Book 4955, page 91, said Register's Office.

This is improved ( )
unimproved (X) property known as ..... (House Number) (Street) (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 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, except as hereinabove set forth.

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 E. WARNER BASS, 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 $ 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 15th day of July, 1977.

RIVERHILLS, INC.

By: Robt C H Mathews Jr
Pres

James E. Nichols
Rebecca R Nichols
JAMES E. NICHOLS

Jack D. Brown
Gloria W. Brown
JACK D. BROWN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 29,000.00

Jack D. Brown
Affiant

Subscribed and sworn to before me, this the 15 day of July, 1977

E Warner Bass
Notary Public

My commission expires 9/3/78
(Affix Seal)

E. WARNER BASS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named James E. Nichols and wife, and Jack D. Brown and wife 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 this 15th day of July, 1977

MY COMMISSION EXPIRES OCTOBER 29, 1977
Commission Expires

Larry Harris
Notary Public

E. WARNER BASS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, E. Warner Bass, a Notary Public of the State and County aforesaid, personally appeared Robert C. H. Mathews Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Presidat of the RIVERHILLS, INC. the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand and seal, at office in Nashville, Tennessee, this 15 day of July, 1977

E Warner Bass
Notary Public

Commission Expires 9/3/78

Mail

This instrument was prepared by:

BASS, BERRY & SIMS, First American Center, Nashville, Tennessee 37238
Name Address

INSTALLMENT DEED

FROM
RIVERHILLS, INC.

To
JAMES E. NICHOLS and
JACK D. BROWN

To
E. WARNER BASS, TRUSTEE

E 15033

IDENTIF. REFERENCE

JUL 18 3 PM '77
FELIX REGISTER
DAVIDSON COUNTY, TENN.

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NASHVILLE, TENNESSEE 37219
Phone (615) 259-2250

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