BOOK 5179 PAGE 11

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Howard M. Marchant etals

TO

Jacey A. Moore

For draftsman's use

This instrument prepared by
A. T. Levine, Jr., Attorney
Stahlman Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jacey A. Moore (NAME)	Jacey A. Moore (NAME)	To be Assigned
3937 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	3937 Gallatin Road (STREET ADDRESS)	E.K.
Nashville, Tennessee 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

TENNESSEE REFERENCE
AUG 2 2 31 PM '77
REGISTER
DAVIDSON CO., TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF July, 19 77

Notary Public

MY COMMISSION EXPIRES: March 5A 1979

(AFFIX SEAL)

E18031

FOR AND IN CONSIDERATION OF the sum of Ten Thousand and No/100 ($10,000.00) DOLLARS

of which $ 1,100.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his one note of even date herewith in the original principal amount of $8,900.00, and payable to the order of Howard M. Marchant, E. J. Preston, Harry J. Blackman, E. J. Shea and A. B. Pearson in 12 quarterly installments as follows: On the 27th day of October, 1977, the sum of $741.67 and thereafter a like amount on the 27th day of each succeeding Jan. April, July & Oct., the last installment for the sum of $741.63 being due on the 27th day of July, 1980. The unpaid installments bear interest at the rate of 8-1/2% per annum to be computed on the unpaid principal balance from time to time and to become due and payable on each and every payment date, all in accordance with the terms and conditions as set out in said note.

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, Howard M. Marchant, E. J. Preston, Harry J. Blackman, Edward J. Shea and A. B. Pearson hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Jacey A. Moore herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 8th Civil District of Davidson County, Tennessee, being Lot No. 29 of Thousand Oaks Estates, of record in Book 3700, page 82, Register's Office for Davidson County, Tennessee, together with an adjacent tract of land containing 5.423 acres, more or less, both of which is described as follows: BOOK 5179 PAGE 12

Beginning at a point in the westerly curving margin of Forrest Valley Court, said point being the common front corner of Lots 28 and 29 on the Plan of said Thousand Oaks Estates; thence leaving Forrest Valley Court and with the northwesterly line of Lot No. 28 on said plan South 37° 30' West 350.11 feet to a point, said point being the common rear corner of Lots 28 and 29 on said plan; thence with the common rear line of Lot No. 28, South 68° 59' 32" East 228.95 feet to a monument; thence partially with the rear line of Lot 28, and with the rear line of Lot 27, North 87° 29' 59" East 253.92 feet to a monument placed at the common rear corner of Lots 23 and 27; thence with the rear line of Lot 23, South 38° 29' 28" East 90 feet to a concrete monument in the rear line of Lot No. 23; thence South 59° 13' West 475.95 feet to a point; thence North 85° 47' West 408.85 feet to a point; thence North 04° 15' East 183.2 feet to a point; thence North 07° 30' East 132 feet to a point; thence North 12° 30' East 82.5 feet to a point; thence North 08° 00' West 166.87 feet to a point; thence North 75° 30' East 412.3 feet to a point in the westerly margin of Forrest Valley Court; thence with the curving margin of said Court and in a generally southeasterly direction 39.79 feet to the point of beginning, said Lot No. 29 and adjacent tract contains in all 6.56 acres, more or less.

Being property conveyed to Howard M. Marchant, E. J. Preston, Harry J. Blackman, E. J. Shea and A. B. Pearson, by deed from David R. Emery, Trustee, of record in Book 4656, page 543, and by deed from Haury & Smith Investment Company, a partnership composed of Karl E. Haury, Reese L. Smith, Jr., and Walter Reed Capps, of record in Book 4656, page 541, Register's Office for Davidson County, Tennessee

This conveyance is made subject to restrictive covenants of record in Book 4056, page 371, and Book 4072, page 318, Register's Office for Davidson County, Tennessee; the Plan of record in Book 3700, page 82, said Register's Office, which shows an Owner's Certificate, certain setback lines and easements; and an Easement for one hundred foot easement for power lines in Book 787, pages 28 and 46, Register's Office for Davidson County, Tennessee.

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, have the right to convey it, and warrant the title to the same.

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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 A. T. Levine, Jr. 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 $insurable value with 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 27th day of July 19 77.

Howard M. Marchant

Edward J. Shea

E. J. Preston

A. B. Pearson

Harry J. Blackman

Jacey A. Moore

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 Howard M. Marchant, E. J. Preston, Harry J. Blackman Edward J. Shea and A. B. Pearson 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 27th day of July, 19 77

Margaret Gilliam, Notary Public

Commission expires 5-10-80

AUG-27	CONV	10,000.00		
AUG-27	MORT'G	*8,900.00		
AUG-27	S'TAX		B*	26.00
AUG-27	S'TAX		B*	6.90
AUG-27	PR'FEE		B*	.50
AUG-27	W'DEED		B*	6.00

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 Jacey A. Moore the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 27th day of July, 19 77

Jo Ann Smith, Notary Public

Commission expires March 21, 1979