THIS INSTRUMENT WAS PREPARED BY

James A. Lesemann, Attorney at Law, 320 Gallatin Road, Madison, Tennessee 37115.

Installment Deed BOOK 5183 PAGE 837

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
BERTHA M. MANUS (NAME:)	BERTHA M. MANUS (NAME:)	15D 25875
5022 Inglewood Circle (STREET ADDRESS OR ROUTE NUMBER)	5022 Inglewood Circle (STREET ADDRESS)	Map 61-4
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37216 (CITY) (ZONE) (STATE)	Parcel 1

FOR AND IN CONSIDERATION of the sum of Twenty-Two Thousand, Five Hundred Dollars and No/100----------($22,500.00)---------- *Dollars,*

of which ----------Nine Thousand, Five Hundred Dollars and No/100---------- ----------($9,500.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirteen Thousand and No/100---------- ----------($13,000.00)---------- *Dollars,*

the grantee hereinafter named *has executed*

her promissory note of even date herewith payable to the order of Col. William C. Jones and wife, Edith D. Jones, in monthly installments of $100.00 each, including principal and interest at the rate of 9% per annum; with the unpaid balance being due 2 years from date hereof;

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, We, Col. William C. Jones and wife, Edith D. Jones, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said Bertha M. Manus, her ~~successors~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 63 and the northerly triangular part of Lot No. 64 on the Plan of Inglewood Heights Subdivision, as of record in Book 1424, page 85, Register's Office for said County, and a tract lying to the rear or east of said Lots Nos. 63 and 64 on said plan, and described according to a copy of a survey thereof made by Hal R. Swann, Jr., Surveyor, February 27, 1954, as follows:

BEGINNING at a point on the northerly margin of Inglewood Court, at the common corner of Lots Nos. 62 and 63; thence with the line between said lots, northwardly 168.5 feet to a point; thence with the rear line of Lot No. 63, north 79° 32' east 54.2 feet, and north 52° 16' east 165.3 feet to an iron pin at the most northerly corner of Lot No. 63; thence along the south line of the Spring Hill Cemetery Property, north 69° east 79.2 feet, north 39-1/2° east 178.2 feet, and north 82-1/4° east 194.68 feet to a point in the north line of the Hayesboro Quarry Lot; thence along the line of said Quarry lot, south 67° east 407.1 feet and south 67° 30' west 68.3 feet to a point in the line of Lot 64; thence, across Lot 64, northwesterly 40 feet to a point in the line between Lots Nos. 63 and 64; thence with the line between said lots, southwesterly 254.1 feet to an iron pin in the northeasterly margin of Inglewood Court; thence with the margin of said street, northwesterly, along a slight curve, 60.3 feet to the beginning.

(continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $22,500.00

Subscribed and sworn to before me, this the 29th day of July A.D. 19 77

Bertha Manus
Affiant

My commission expires: May 12, 1980 (Affix Seal)

Notary Public

Included in the above description, but excluded from this conveyance, is the following described property heretofore conveyed to Metropolitan Nashville and Davidson County, for the Briley Parkway right of way, to-wit:
BEGINNING at a point in the south right of way line of the Proposed Briley Parkway; said point also being a northerly line of Lot #63; as of record in Register's Office of Davidson County, Tennessee, in Book 1424, page 85; thence north 52° 15' east along said Lot line 80 feet, more or less, to a point at the most northerly corner of Lot #63; thence along the south line of the Springhill Cemetery property, north 69° east 79.2 feet; thence north 39° 30' east 178.2 feet; thence north 82° 15' east 194.68 feet to a point in the north line of the Hayesboro Quarry lot; thence along the line of said Quarry lot, south 67° east 404 feet, more or less, to a point in the southerly right of way line of the Proposed Briley Parkway; thence westerly along the Proposed right of way line of Briley Parkway, 25 feet, more or less, to a point; thence northerly along the Proposed right of way line of Briley Parkway, 25 feet to a point; thence westerly along the Proposed right of way line of Briley Parkway 75 feet, more or less, to the point of beginning and containing 22,800 square feet, more or less. Also excluded from this conveyance are the following described tracts. Tract No. 90: BEGINNING at the present north-east corner of subject property; thence north 79° 49' 43" west 73.34 feet along the present southerly margin of Briley Parkway to a point; thence south 58° 51' 14" west along the present southerly margin of Briley Parkway to a point; thence south 86° 31' 02" east 105.02 feet along the new relocated south margin of Briley Parkway to a point; thence south 82° 10' 15" east 42.06 feet along the new relocated south margin of Briley Parkway to a point; thence north 2° 18' 10" west 43.05 feet to the point of beginning and containing 0.115 acres. Tract No. 94: BEGINNING at the common corner of Spring Hill Cemetery, Davidson County Rock Quarry and Elsie M. Jones; thence south 54° 27' 35" west 130.49 feet along the property line between the Rock Quarry and Elsie M. Jones to a point; thence northwesterly 132.50 feet around a curve that has a 2764.79 foot radius along the present north margin of Briley Parkway to a point; thence north 82° 47' 20" east 80.00 feet along the property line between Spring Hill Cemetery and Elsie M. Jones to a point; thence north 88° 59' 09" east 183.63 feet along the property line between Spring Hill Cemetery and Elsie M. Jones to the point of beginning and containing 0.255 acres.

Being the same property conveyed to Col. William C. Jones and wife, Edith D. Jones, by deed from Elsie Myrlene Jones, of record in Deed Book 4865, page 78, Register's Office for said County.

unimproved ( )
This is improved (X) property, known as 5022 Inglewood Court Nashville, Tennessee
(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 grantee, her ~~successors~~, *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.*

AUG 15 77	CONV	22,500.00				
AUG 15 77	MORT'G	13,000.00				
AUG 15 77	S'TAX		B*	58.50		
AUG 15 77	S'TAX		B*	11.00		
AUG 15 77	PR'FEE		B*	.50		
AUG 15 77	W'DEED		B*	6.00	*	76.00

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantee, her ~~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 grantee *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, III, *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 $ 22,500.00 *, 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.

BOOK 5183 PAGE 839

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 29th *day of* July, *1977*

E20304

IDENTIF. REFERENCE

AUG 15 9 54 AM '77

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

Col. William C. Jones
(Col. William C. Jones)

Edith D. Jones
(Edith D. Jones)

Bertha M. Manus
(Bertha M. Manus)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Col. William C. Jones and wife, Edith D. Jones, and Bertha M. Manus

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 Madison *Tennessee, this* 29th *day of* July, *1977*

Notary Public

Commission expires May 12, 1980