THIS INSTRUMENT PREPARED BY:
Robert L. Trentham, Attorney,
24th Floor, L & C Tower, Nashville, TN. 37219

Installment Deed

BOOK 5187 PAGE 658

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William J. Gregg	Same	To Be Assign.
c/o Retirement Housing Service	(NAME:	
2500 21st Ave. South	(STREET ADDRESS)	
(STREET ADDRESS OR ROUTE NUMBER)		
Nashville, Tennessee 37212		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIVE THOUSAND ($105,000) ---------- *Dollars,*

of which TWENTY-EIGHT THOUSAND ($28,000) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of SEVENTY-SEVEN THOUSAND ($77,000) DOLLARS ----------XXXXX *Dollars,*

WILLIAM J. GREGG *ha S. executed*

an Installment Deed Note of even date, payable in three (3) consecutive annual installments as follows: $28,000 on May 1, 1978,
$28,000 on May 1, 1979, and
$21,000 on May 1, 1980.

Said note bears interest on the unpaid principal balance at 6-1/2% per annum, and interest on said note shall be due and payable with each principal payment.

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~~ Lots 2, 3, and 4 of the land herein conveyed, we, R. JACK FREEMAN and wife, EMILY FREEMAN, *have this day bargained and sold, and do hereby transfer and convey unto the said* WILLIAM J. GREGG, his ~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lots Nos. 1, 2, 3 and 4 on the Plan of the corrected resubdivision of part of Lot 6, Joshua Compton Lands (Book 843, page 47, RODC) and resubdivision of Lots 17, 18, 19, 20, 21, and 22 of the map of Westwood (as recorded in Book 974, page 14, RODC), said corrected resubdivision being the map of Westwood as of record in Book 4660, page 48, Register's Office for said County.

Beginning at a concrete monument set at the corner of Lots Nos. 1 and 26 on said plan and being in the southwesterly margin of South Stanford Drive, thence southeastwardly along said southwesterly margin 736.99 feet to point; thence south 56° 19' west, 366.78 feet to a point; thence south 33° 35' west, 235.0 feet to a point, said point being in the southerly margin of said corrected resubdivision; thence north 87° 00' west, 485.86 feet to a point in the corner of said corrected resubdivision; thence north 17° 03' east 854.5 feet to the point of beginning, and containing 8.72 acres.

Part of Lot No. 5, beginning at a point in the southwesterly margin of South Stanford Drive, said point being on a curved line at the north-easterly end of Lots Nos. 4 and 5 on said Plan; thence with said curved

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 105,000.00

Subscribed and sworn to before me, this the 21st day of July, 1977

Affiant

My commission expires: 11-5-78 (Affix Seal)

Notary Public

R. L. Trentham
Notary Public

line in the southwesterly margin of South Stanford Drive along a curved right of way, being on a radius of 520.75 feet for a distance of 40.29 feet to a stake in the roots of an 8-inch tree, being the end of said curved line; thence south 62° 14' west, 378.85 feet to an angle point in lot lines 4 and 5 and being 235 feet north 33° 35' east from the southwest corner of Lot No. 5; thence with the southeast boundary of said Lot No. 4 north 56° 19' east, 366.78 feet to the point of beginning and containing .16 of one acre.

In addition to the land above described, the following easement is hereby conveyed: Beginning at a point, said point being the southwest corner of the above described tract of land; thence westwardly north 87° 00' west, 545.8 feet, more or less, to the easterly margin of Hillsboro Road; thence northwardly along said margin, 16 feet, to a point; thence eastwardly 545.8 feet, more or less, to a point, said point being in the westerly margin of Lot No. 1 of the above described corrected resubdivison; thence southwardly along said margin to the point of beginning. This 16-foot easement is to be used for roadway purposes only, as set out in deed to Paul Dudley Lamson and wife, Alice Daland Lamson, from R. D. Stanford, et al, of record in Book 1046, page 13, said Register's Office.

There is included in this conveyance the right to make one water connection in the main of Stanford Drive for Lot No. 21 and also one connection for Lot No. 22, subject to the usual pumping fees of the Hillsboro Water Company as provided in Deed from R. D. Stanford and W. H. Criswell to Paul Dudley Lamson in Book 1046, page 13, said Register's Office.

Being the same property conveyed to R. Jack Freeman by Installment Deed from Truman D. Smith and wife, Betty J. Smith, of record in Book 4741, page 832, and conveyed by Quitclaim Deed from Truman Smith and wife, Betty J. Smith, to R. Jack Freeman and wife, Emily Freeman, of record in Book 5170, page 699, Register's Office for Davidson County, Tennessee.

unimproved (X) This is improved ( ) property, known as Lots 1, 2, 3, 4 and part of 5, South Stanford Drive, (House Number) (Street) P. O. Address: (City or Town) Nashville, TN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said WILLIAM J. GREGG, his *(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.,* except by property taxes for 1977 which have been prorated and assumed by the Grantee and by minimum building setback lines and public utility easements as shown on plan of record in Book 4660, page 48, R.O.D.C.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* WILLIAM J. GREGG, *(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 WILLIAM J. GREGG, *hereinafter referred to as trustors, hereby transfer and convey unto* WILLIAM H. LASSITER, JR., *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 $ -0- *, 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.....day of....., 19.....

*Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that at such time as each installment of principal and interest is paid on the indebtedness secured herein, the Grantors and Trustee shall execute and deliver to the Grantee a release of lien on one of the lots encumbered by this Deed of Trust to be selected by the Grantee at the time of such payment.

R. Jack Freeman

Emily Freeman

William J. Burg

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert L Trentham *a Notary Public in and for said County and State,* R. JACK FREEMAN and wife, EMILY FREEMAN,

*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* 19 *day of* July, *19*77.

Robert L Trentham *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 11-15-77

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5187 PAGE 661

Personally appeared before me, Robert L Trentham, *a Notary Public in and for said County and State,* WILLIAM J. GREGG,

the within named 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* 11 *day of* July, *19* 77

Robert L Trentham *Notary Public*

Commission expires 1-13-79

NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

1 Mail to
ROBERT L. TRENTHAM
24th Fl. 1st Tenn
Nashville TN 37219

AUG23'77	CONV	90,000.00			
AUG23'77	CONV	15,000.00			
AUG23'77	MORT'G	77,000.00			
AUG23'77	S'TAX		B*	273.00	
AUG23'77	S'TAX		B*	75.00	
AUG23'77	PR'FEE		B*	.50	
AUG23'77	W'DEED		B*	8.00	* 356.50

INSTALLMENT DEED

FROM

R. JACK FREEMAN and wife,

TO

EMILY FREEMAN

TO

WILLIAM J. GREGG

E 22092

IDENTIF. REFERENCE

AUG 23 2 59 PM '77

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

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