INSTALLMENT DEED

For and in Consideration of the sum of ($30,000.00)
Thirty Thousand and 00/100 ($30,000.00) Dollars,
of which One Thousand and 00/100 ($1,000.00) Dollars,
has been paid in cash by Thomas Joseph Boyle and Pauline B. Sivley
the receipt of which is hereby acknowledged, and for the remainder $29,000.00
Twenty Nine Thousand and - - - - - - - -00/100 ($29,000.00) Dollars,
the said Thomas Joseph Boyles and Pauline B. Sivley have executed their joint promissory note in the principal amount of Two Thousand and 00/100 ($2,000.00) Dollars payable to Margaret A. Fowlkes in installments of $200.00 per month until the amount of both principal and interest are paid in full, said note to bear 10% interest which is included in said monthly installments.
And for the balance of Twenty Seven Thousand and 00/100 ($27,000.00) Dollars the said Thomas Joseph Boyles and Pauline B. Sivley have executed an Installment Deed Note in the principal sum of $27,000.00 payable to Margaret A. Fowlkes in 240 monthly installments as follows: On the 6th day of OCTOBER 1977, the sum of Two Hundred Seventeen and 52/100 ($217.52) Dollars and thereafter a like amount on the _____ day of each succeeding month until the amount of both principal and interest are paid in full. The above monthly installments include interest at the rate of 7-1/2% per annum.
seven and one half
all of said notes bearing ~~six~~ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Margaret A. Fowlkes, formerly Margaret A. Horn

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas Joseph Boyle and Pauline B. Sivley, as tenants in common, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 3 on the Map of Hayesboro Estates, not of record, described as follows:

Beginning on the southerly margin of Hayesboro Road at a point 130 feet east of the northeast corner of the property conveyed to William E. Binkley and wife, by deed from Arcena R. Timberlake, et al, of record in Book 1422, page 187, Register's Office for said County, being the corner of Lots Nos. 2 and 3; thence with said road eastwardly 65 feet to the corner of Lots 3 and 4; thence with the line between said two lots southwardly 20212 feet; thence westwardly 65 feet to the corner of said Lots Nos. 2 and 3; thence with the line between said two lots northwardly 20212 feet to the beginning.

Being the same property conveyed to Gertrude E. Phipps Elrod, Louie Horn and wife, Margaret A. Horn(the said Margaret A. Horn and Margaret A. Fowlkes, the Grantor herein, being one and the same person) by deed from Robert W. Fields and wife, Claire W. Fields, of record in Book 1557, Page 600, Register's Office for Davidson County, Tennessee, the said Louie Horn having since died, his widow, Margaret A. Horn being the surviving tenant by the entirety, and the said Gertrude E. Phipps Elrod having since died having devised her interest in said property to her daughter, Margaret V. Horn(the said Margaret V. Horn and Margaret A. Fowlkes the Grantor herein, being one and the same person) under the terms of her will, of record in Will Book 121, Page 206, Probate Court for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1108 Hayesboro Road Nashville, Tennessee 37216
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Thomas Joseph Boyle and Pauline B. Sivley, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Thomas Joseph Boyles and Pauline B. Sivley, 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 Thomas Joseph Boyle and Pauline B. Sivley

do hereby transfer and convey unto James E. Horn, 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 Thomas Joseph Boyle and Pauline B. Sivley 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 $ 29,000.00 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 interst 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 Thomas Joseph Boyle and Pauline B. Sivley 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; if 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 trust 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 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 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 Thomas Joseph Boyle and Pauline B. Sivley 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 James E. Horn, Trustee, shall be vested in said successor.

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 Margaret A. Fowlkes and Thomas Joseph Boyle and Pauline B. Sivley hereunto set our hands at Nashville, Tennessee, this the 6th day of September 1977

Margaret A. Fowlkes

Thomas Joseph Boyle

Pauline B. Sivley

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Margaret A. Fowlkes, Thomas Joseph Boyle and Pauline B. Sivley

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 6th day of September, 1977

Paul G. Blankenship, Notary Public

Commission Expires August 6, 1980

PAUL G. BLANKENSHIP NOTARY PUBLIC DAVIDSON COUNTY

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

BOOK 5193 PAGE 749

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

SEP-77	CONV	30,000.00			
SEP-77	MORT'G	27,000.00			
SEP-77	S'TAX		B*	78.00	
SEP-77	S'TAX		B*	25.00	
SEP-77	PR'FEE		B*	.50	
SEP-77	T'DEED		B*	8.00	* 111.50

E 24534

IDENTIF. REFERENCE

SEP 7 10 36 AM '77

DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas J. Boyle et al (NAME)	Thomas Joseph Boyle et al (NAME)	Map 61-3
1108 Hayesboro Avenue (STREET ADDRESS OR ROUTE NUMBER)	1108 Hayesboro Avenue (STREET ADDRESS)	Parcel 198
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship, Atty.
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 30,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF SEPTEMBER, 19 77

Notary Public

MY COMMISSION EXPIRES: August 6, 1980

(AFFIX SEAL)