INSTALLMENT DEED

For and in Consideration of the sum of Seventy-Three Thousand and No/100---- ---------- ($73,000.00) Dollars, of which Eighteen Thousand Two Hundred and No/100 ($18,200.00)---- Dollars, has been paid in cash by Orba Maxey, John A. Hobbs, and Lewis A. McRedmond the receipt of which is hereby acknowledged, and for the remainder Fifty-Four Thousand ... Eight Hundred and No/100---------- ($54,800.00) Dollars, the said Orba Maxey, John A. Hobbs & Lewis A. McRedmond have executed an installment deed note payable to Mrs. B. F. Claxton McDonald payable in 84 consecutive monthly installments of $854.17 each, beginning December 10, 1977, with interest as provided in said note,

[redacted] 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, Mrs. B. F. Claxton McDonald and husband, Frank McDonald ("Grantors") have this day bargained and sold, and do hereby transfer and convey unto the said Orba Maxey, John A. Hobbs & Lewis A. McRedmond ("Grantees"), their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 7 on the Map of Robert Youngs Farm of record in Plat Book 421, page 140, Register's Office for Davidson County, Tennessee, described according to a survey of A & A Engineers, Inc. dated August 22, 1977 as follows:

Beginning at an iron pin in the southwesterly intersection of Pennington Bend Road and Briley Parkway; thence with the westerly right-of-way of Pennington Bend Road South 4° 47' 04" west 614.20 feet to an iron pin; thence leaving said right-of-way South 83° 43' 42" West 233.05 feet to the low water mark of the Cumberland River; thence with the low water mark North 13° 49' 56" West 589.52 feet to a point; thence leaving said River and partially along Briley Parkway; North 81° 16' 45" East 412.12 feet to the point of beginning and containing 4.50 acres.

Being part of the property conveyed to Mrs. B. F. Claxton (McDonald) by deed from Tony St. Charles, Jr. and wife, Sue St. Charles of record in Book 2488, page 119, Register's Office for said County.

The above property is subject to 1977 taxes which have been prorated, an existing lease, and any liens, easements or restrictions of record in the Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as Pennington Bend Rd. Nashville Tenn.
(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 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 set forth above.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to 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 do hereby transfer and convey unto William N. Dearborn, 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 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 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 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 Grantees, their 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 William N. Dearborn, 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 Mrs. B. F. Claxton McDonald and husband, Frank McDonald and Orba Maxey, John A. Hobbs & Lewis A. McRedmond hereunto set our hands at Nashville, Tennessee, this the 9th day of September 1977

Mrs. B. F. Claxton McDonald

Frank McDonald

Orba Maxey

John A. Hobbs

Lewis A. McRedmond

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Sue B. Harding, a Notary Public in and for said County and State, the within named Mrs. B. F. Claxton McDonald, Frank McDonald, Orba Maxey, John A. Hobbs and Lewis A. McRedmond

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 9th day of September, 1977

Commission Expires 5/13/80

Sue B. Harding, Notary Public.

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 5195 PAGE 635

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 12 77	CONV	73,000.00		
SEP 12 77	MORT'G	54,800.00		
SEP 12 77	S'TAX		B* 139.80	
SEP 12 77	S'TAX		B* 52.80	
SEP 12 77	PR'FEE		B* .50	
SEP 12 77	W'DEED		B* 8.00	* 251.10

Feb. 12 by K

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 25460

IDENTIF. REFERENCE

SEP 12 12 05 PM '77

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Orba Maxey, John A. Hobbs & Lewis A. McRedmon (NAME)	Same (NAME)	62-1
Peppermint Road Pl (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	17
Nash (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Dearborn & Ewing
Suite 1200
One Commerce Place
Nashville, Tennessee 37239

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 73,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF September 1977.

Notary Public

MY COMMISSION EXPIRES: [illegible]

(AFFIX SEAL)