THIS INSTRUMENT WAS PREPARED BY James A. Lucas, ATTORNEY AT LAW.
320 GALLATIN ROAD,
MADISON, TENNESSEE. 37115

Installment Deed

BOOK 5197 PAGE 751

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bobby G. Beecham et ux Charles O. Glasscock et ux		Map 43-13 Pt. of Par. 109 Parcel 18
(NAME): P.O. Box 451	(NAME): Same	
(STREET ADDRESS OR ROUTE NUMBER): Madison, Tenn 37115	(STREET ADDRESS)	11D49750 11D50910
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100---------- ($250,000.00) ---------- *Dollars,*

of which THIRTY-FIVE THOUSAND AND NO/100---------- ($35,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED FIFTEEN THOUSAND AND NO/100 ($215,000.00) ---------- *Dollars,*

the grantees hereinafter named ..... *have executed*

their joint promissory note herewith payable to the order of Ewing E. Lannom and wife, Willie B. F. Lannom, in the original principal amount of $215,000.00, to be paid in monthly installments of $2,386.64, including principal and interest at the rate of 8-1/2% for a period of 12 years of even date herewith.

SEP16 77 CONV .00 250000.00
SEP16 77 MORT'G * .00 215000.00
SEP16 77 S'TAX B* 650.00
SEP16 77 S'TAX B* 213.00
SEP16 77 PR'FEE B* .50
SEP16 77 W'DEED B* 8.00 * 871.50

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, EWING E. LANNOM and wife, WILLIE B. F. LANNOM, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said ROBBY G. BEECHAM and wife, PEGGY H. BEECHAM, and CHARLES O. GLASSCOCK and wife, PATRICIA G. GLASSCOCK, herein called the grantees, their ~~successors~~ *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, to-wit:

Parcel No. 1: Land in Davidson County, Tennessee, being Lot No. 3 of Block "D" on the Map of Forest Park Subdivision at Madison, Tennessee, of record in Book 843, page 44, Register's Office for said County.

Said Lot No. 3 fronts 50 feet on the south side of Old Hickory Boulevard and runs back between lines 150 feet to a dead line.

Being the same property conveyed to Ewing Lannom and wife, Willie F. Lannom, by deed from James Aubrey Russell and wife, of record in Book 2486, page 427, Register's Office for said County.

PARCEL NO. 2: Being Lots Nos. 1 and 2 of Block "D" on the Map of Forest Park Subdivision at Madison, Tennessee, of record in Book 843, page 44, Register's Office for said County.

Said Lots Nos. 1 and 2 adjoin and front together 100 feet on the south side of Old Hickory Boulevard and runs back between parallel lines with the easterly margin of 4th Avenue, 150 feet to a line in the rear.

Being the same property conveyed to Ewing E. Lannom and wife, Willie F. Lannom, by deed from Hulda Mai Sadler, of record in Book 2341, page 108, said Register's Office.

(CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 250,000.00

Affiant

Subscribed and sworn to before me, this the 15 day of September, 19 77

Notary Public

My commission expires: June 23 1981
(Affix Seal)

CLEVELAND HOWELL NOTARY PUBLIC DAVIDSON COUNTY, TENN.

PARCEL NO. 3: Land in the 11th Civil District of Davidson County, Tennessee, described according to a survey made by H. Gee, April 2, 1960, as follows:

Beginning on the northerly margin of Old Hickory Boulevard at the southwest corner of the property conveyed to Ewing E. Lannom and wife, by deed from O. R. Jones and wife, of record in book 2646, page 547, Register's Office for said County, said point being also 250 feet west from the intersection of the northerly margin of Old Hickory Boulevard and the westerly margin of Delaware Avenue; thence north 8° 10' west 400 feet to the southerly margin of Burrwood Avenue (not opened); thence with same south 82° 40' west 50 feet; thence south 8° 10' east 400.7 feet to the northerly margin of said Old Hickory Boulevard; thence with same north 81° 50' east 50 feet to the beginning.

Being the same property conveyed to Ewing E. Lannom and wife, Willie F. Lannom, by deed from Pearl Ruth Myrick, of record in book 3066, page 471, said Register's Office.

PARCEL NO. 4: Land in the 11th Civil District of Davidson County, Tennessee, being part of Bixler Property, described as follows:

Beginning at a point in the northerly margin of Old Hickory Boulevard at an iron pin that is 200 feet west of the northwest corner of Old Hickory Boulevard and Delaware Avenue; thence along said Boulevard, South 85° 35' West 50 feet to an iron pin; thence North 4° 20' West 416 feet to an iron pin; thence North 85° 35' East 50 feet to an iron pin; thence South 4° 20' East 416 feet to the beginning.

Being the same property conveyed to Ewing E. Lannom and wife, Willie F. Lannom, by deed from O. R. Jones and wife, of record in Book 2646, page 547, said Register's Office.

Included in the above descriptions of Parcels Nos. 3 and 4, but expressly excluded therefrom, is that portion of said property condemned by the State of Tennessee by Judgment, a certified copy of which is of record in Book 4135, page 217, said Register's Office, described as follows:

Land in the Eleventh Civil District of Davidson County, Tennessee, beginning at a point in the southerly margin of a dedicated unimproved street, being Mrs. C. W. Swift's northwest corner; thence with Swift's Huffine and Martin's line, south 7 degrees 15 minutes east, 164 feet to a point in Martin's westerly line; thence north 86 degrees 00 minutes west, 102 feet more or less to Pearl Bently Myrick's easterly boundary line; thence with Myrick's line, north 7 degrees 15 minutes west, 127 feet more or less to the southerly margin of said unimproved street, thence north 82 degrees 35 minutes east, 50 feet to a point; thence north 7 degrees 15 minutes west, 16 feet to a point; thence north 82 degrees 45 minutes east, 50 feet to the point of beginning and containing .43 acres more or less, and being part of the same property conveyed to Ewing E. Lannom and wife, Willie F. Lannom by deed as of record in Book 3066, page 471, and also from O. R. Jones, et ux, as of record in Book 2646, page 547, Register's Office for Davidson County, Tennessee.

PARCEL NO. 5: A tract of land in the 11th Civil District of Davidson County, Tennessee, and described according to a copy of a survey thereof made by J. Douglas Roach, Surveyor, October 22, 1947, as follows:

Beginning at a point on the westerly margin of Delaware Avenue 200 feet north of the north margin of Old Hickory Boulevard; thence at right angles to Delaware Avenue westerly 200 feet; thence northerly parallel to the north margin of Delaware Avenue 75 feet; thence easterly 200 feet, more or less, to the westerly margin of Delaware Avenue; thence southerly along said Avenue around a slight curve 75 feet, more or less, to the point of beginning.

Included in the above description, but expressly excluded therefrom, is that portion of said property conveyed to the State of Tennessee by deed from William H. DeMars and wife, of record in Book 4063, page 52, said Register's Office, described as follows:

Beginning at a point in William H. DeMars' northwest property corner, said point being also in C. H. Huffine's southwest property corner, thence running easterly 180 feet, more or less, along DeMars' northerly boundary line to a point; thence running southerly 55 feet, more or less, around a slight curve to the left which is on the west margin of Delaware Avenue; thence running northwest 182 feet, more or less, to a point on DeMars' westerly boundary line; thence running North 10 degrees 36 minutes East, 26 feet, more or less, along DeMars' westerly boundary line back to the point of beginning, containing 0.17 acres, more or less.

Being the same property conveyed to Ewing E. Lannom and wife, Willie B. F. Lannom, by deed from William H. DeMars and wife, of record in Book 4510, page 584, said Register's Office.

It is hereby agreed and understood between the parties hereto that the purchasers are not responsible for any personal liability in case of foreclosure for any deficiency.

unimproved ( )
This is improved ( ) property, known as ..... (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 grantees, their ~~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 as stated herein.

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 ~~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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* William H. Howell, *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 $ 223,000.00, *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.

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.

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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 15 *day of* September, *19* 77.

E 2 6 4 1 5

IDENTIF. REFERENCE

SEP 16 1 58 PM '77

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

Ewing E. Lannom (Ewing E. Lannom)

Willie B. F. Lannom (Willie B. F. Lannom)

Bobby G. Beecham (Bobby G. Beecham)

Peggy H. Beecham (Peggy H. Beecham)

Charles O. Glasscock (Charles O. Glasscock)

Patricia G. Glasscock (Patricia G. Glasscock)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* EWING E. LANNOM and wife, WILLIE B. F. LANNOM, and BOBBY G. BEECHAM and wife, PEGGY H. BEECHAM, and CHARLES O. GLASSCOCK and wife, PATRICIA G. GLASSCOCK

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* 15 *day of* September, *19* 77.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires June 23, 1981