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THIS INSTRUMENT PREPARED BY JAMES E. MAURER and BURT RAYMOND FRANCIS, JR., Nashville Tennessee.

IDENTIF. REFERENCE

BOOK 5223 PAGE 733

Nov 17 1 25 PM '77

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

Address of Owners:	Send Tax Bills to	Map-Parcel Nos.
ELVA E. MILLER	SAME	Map 159
5457 Granny White Pike		Par 6
Rte 6, Brentwood, TN 37027		

STATE OF TENNESSEE §
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $30,000.00.

Elva E. Miller
AFFIANT

Sworn and subscribed before me this 17th day of November, 1977.

NOTARY PUBLIC

My Commission Expires: 11-27-78

FOR AND IN CONSIDERATION of the sum of Thirty Thousand and no/100 ($30,000.00) Dollars to be paid over a period of seven years by the grantee, bearing interest of 6% on the declining balance and being due in annual installments on the first day of December of each year until paid, beginning December 1, 1977, according to a schedule provided on a note executed by the grantee of even date herewith and providing for payment of attorney's fees, and to secure payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, Elva E. Miller and wife Eula P. Miller, hereinafter called grantors, have this day bargained and sold and to hereby transfer and convey unto Carroll W. Miller, hereinafter called grantee, her heirs and assigns, an undivided one third, (1/3), interest in certain real estate in Davidson County, Tennessee, as follows:

Land in the 7th, formerly the 11th, Civil District, being part of Lot No. 3 in the subdivision of the lands of Allen Cotton on the waters of Otter Creek, described as follows:

Beginning in the center of the Granny White Turnpike at the corner of Lots Nos. 3 and 4; thence with the center of said turnpike northerly 31 poles; thence westerly parallel with the south line of said Lot No. 3, 32 1/2 poles; thence southerly parallel with said turnpike 31 poles to the line between said Lots Nos. 3 and 4; thence with said line easterly 32 1/2 poles to the beginning, containing 6 1/4 acres, be the same more or less.

Being the same property conveyed to Elva E. Miller and wife, Eula P. Miller by deed from E. C. Duke and wife, Matilou Duke and recorded at Book 3028 page 53 in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to an easement for right-of-way of the Granny White Turnpike lying within the above described property.

The estate intended to be conveyed herein to the grantee is one as a tenant in common, without right of survivorship. The estate retained by the grantors is one of tenancy by the Entirities.

TO HAVE AND TO HOLD the 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the 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 herein do hereby transfer and convey unto BURT RAYMOND FRANCIS, JR., Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances,estate, title and interest thereto belonging, for the purposes aforesaid, only.

I 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. I 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 advise 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 the grantees herein, their heirs, representatives or assigns.

In the case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trust 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gneder shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 17th day of November, 1977.

Elva E. Miller

Carroll W. Miller

Eula P. Miller

STATE OF TENNESSEE §
COUNTY OF DAVIDSON §

Personally appeared before me, James E. Maurer, a Notary Public in and for said County and State, the within named, Elva E. Miller, Eula P. Miller and Carroll W. Miller 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 17th day of November 1977.

James E. Maurer
Notary Public

Commission Expires : 11-27-78

NOV17 77	CONV	30,000.00			
NOV17 77	MORT'G	30,000.00			
NOV17 77	S'TAX		B*	78.00	
NOV17 77	S'TAX		B*	28.00	
NOV17 77	PR'FEE		B*	.50	
NOV17 77	M'DEED		B*	6.00	* 112.50