This instrument prepared by:
Joe Pitt, Attorney
First American Center
Nashville, Tennessee

Installment Deed

BOOK 5227 PAGE 649

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Lewis Morgan, et ux (NAME:)	SAME (NAME:)	Map 43-5 Par 29
503-B Anderson Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 43-5 Par 254
Madison, Tenn. 37115 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighty Five Thousand and no/100----------
----------($85,000.00)----------*Dollars,*

of which Eighteen Thousand and no/100----------
----------($18,000.00)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty Seven Thousand and no/100-----
----------($67,000.00)----------*Dollars,*

We, Lewis Morgan and wife, Lena G. Lena G. Morgan, *have executed*
one note of even date herewith in the principal sum of $67,000.00, payable to the order of Frances Evelyn Dyer, Administratrix CTA under the will of Reed Dyer, deceased in 240 monthly installments of $581.45 each, which include both principal and interest at the rate of 8½% per annum, the first installment falling due January 1, 1978, and the others monthly thereafter until the principal and interest have been paid in full,

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, I, Frances Evelyn Dyer, Administratrix CTA under the will of Reed Dyer, deceased,

have this day bargained and sold, and do hereby transfer and convey unto the said Lewis Morgan and wife, Lena G. Morgan,

their *(successors), heirs and assigns,*

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

Land in the 10th Councilmanic District of Davidson County, Tennessee, being a portion of the re-subdivision of part of Lot 28, of Dixie Pure Food Subdivision and being parts of Lots 28, 29 and 30; and being Lots 1 and 2 on the Plan of Adams and Tinnon Subdivision of record in Plat Book 4885, page 71, Register's Office for said County.

Said Lot no. 1 fronts 27.92 feet on the north margin of Anderson Lane, and 217.45 feet on the east margin of Pierce Road, joined by a curve having a radius of 25.0 feet and measuring 39.35 feet; thence extending back 241.06 feet on the east line, and 52.98 feet on the north line to a point.

Said Lot No. 2 fronts 50 feet on the north margin of Anderson Lane and extends back 241.06 feet on the west line and 239.67 feet on the east line to a line on the rear on which it measures 50.02 feet.

Being the same property conveyed to Reed Dyer by deed from Harold D. Woosley and wife, Nancy C. Woosley, of record in Book 4999, page 186, Register's Office for Davidson County, Tennessee, the said Reed Dyer having since died testate, of record in Will Book 116, page 721, Office of the County Clerk for Davidson County, Tennessee.

continued on next page

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 85,000.00

Subscribed and sworn to before me, this the 29th day of November 19 77

+ Lewis Morgan
Affiant

My commission expires: 4/21/80
(Affix Seal)

Mary Ensley
Notary Public

This conveyance is made subject to a 20-foot setback line from Anderson Lane and a 10-foot setback line from Pierce Road; a 10-foot easement for public utilities along the rear lines of said lots; a 20-foot sewer easement and a temporary sewer easement across the rear portion of said lots, also a note that each lot must be served by sanitary sewers, as recorded on plan of record in Book 4885, page 71, Register's Office for Davidson County, Tennessee.

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 Lewis Morgan and wife, Lena G. Morgan, *their (successors), 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* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Lewis Morgan and wife, Lena G. Morgan, 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 Lewis Morgan and wife, Lena G. Morgan, *hereinafter referred to as trustors, hereby transfer and convey unto* James R. Wyatt, *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 $....., 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.

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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 29th day of November, 19 77

* Frances Evelyn Dyer
Frances Evelyn Dyer, Administratrix CTA
under the will of Reed Dyer, deceased

Lewis Morgan
Lewis Morgan

Lena G. Morgan
Lena G. Morgan

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, a Notary Public in and for said County and State, Frances Evelyn Dyer, Lewis Morgan and Lena G. Morgan,

the within named 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 29th day of November, 1977

Mary Ensey
Notary Public

Commission expires 4/21/80

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF .....
COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

the within named 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 }

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.....

NOV29 77	CONV	85,000.00			
NOV29 77	MORT'G	67,000.00			
NOV29 77	S'TAX		B*	221.00	
NOV29 77	S'TAX		B*	65.00	
NOV29 77	PR'FEE		B*	.50	
NOV29 77	W'DEED		B*	8.00	* 294.50

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238

232933

INSTALLMENT DEED

FROM
Frances Evelyn Dyer, Administratrix
CTA under will of Reed Dyer, deceased

TO
Lewis Morgan, et ux

E 3 9 1 4 5

IDENTIF. REFERENCE

Nov 29 2 56 PM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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