Prepared by: Ron Evans
2700 Franklin Rd.
Nashville, Tn

Installment Deed

BOOK 5238 PAGE 337

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
David H. Parker, Trustee	David H. Parker, Trustee	Map 95-8
(NAME:)	(NAME:)	
3707 North Natchez Court	3707 North Natchez Court	Parcels 118
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37211	Nashville, Tennessee 37211	and 121.1
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of. One Hundred Twelve Thousand and no/100---------- *Dollars,*
of which Thirty Two Thousand Four Hundred and no/100---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Seventy Nine Thousand Six Hundred and no/100-- *Dollars,*

David H. Parker, Trustee *has executed*
an installment note of even date herewith, in the amount of $79,600.00, payable to the order of George E. Niederhauser and Mary Joyce Burrus, with interest at the rate of 9.0% per annum on the unpaid balance, payable quarterly,

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, George E. Niederhauser and Mary Joyce Burrus

have this day bargained and sold, and do hereby transfer and convey unto the said
David H. Parker, Trustee, his
(successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being parts of Lots Nos. 94, 95, 97, 108 and all of Lot No. 107 on the Plan of Bluefields, as of record in Book 843, page 34, Register's Office for said County, described according to a survey made by A & A Engineer's, Inc., July 11, 1977, as follows:

Beginning at a point on the northwesterly margin of Cumberland Circle at the southeast corner of a part of Lot No. 95 conveyed to Robert H. Laird and wife, by deed of Record in Book 4913, page 606, said Register's Office; thence with Laird's southwesterly line, north 42 degrees 33 minutes 54 seconds west 131.99 feet and north 30 degrees 30 minutes 54 seconds west 200 feet and north 35 degrees 35 minutes 54 seconds west 30 feet; thence north 00 degrees 16 minutes 57 seconds west 18.26 feet; thence with Gaidos' southern boundary line, north 83 degrees 16 minutes 42 seconds west 12.70 feet;thence with Gaidos' western boundary line, north 31 degrees 34 minutes 42 seconds west 67.7 feet and north 18 degrees 49 minutes 42 seconds west 45.9 feet to the common margin of Spring Valley Road; thence with same, south 71 degrees 10 minutes 18 seconds west 250 feet and south 75 degrees 26 minutes 22 seconds west 198.85 feet to the northeast corner of part of Lot No. 109 conveyed to Gustavo Palacio and wife by deed of record in Book 4588, page 310, said Register's Office; thence with Palacio's eastern boundary line and the line between Lots Nos. 107 and 109 and with Simon J. Dickerson's eastern boundary line and the line between Lots Nos. 107, 108 and 109, south 5 degrees 06 minutes 43 seconds west 616.49 feet to an iron pin in the northerly margin of a 2-foot reserved strip; thence with same, north 58 degrees 55 minutes 37 seconds east 300 feet and south 25 degrees 04 minutes 17 seconds east 107 feet to the northwest corner of part of Lot No. 108 conveyed to Robert F. Niederhauser and wife by deed from Edward Niederhauser and wife, of record in Book 2346, page 93, said Register's Office; thence with Robert F. Niederhauser's northern boundary line, north 79 degrees 11 minutes 36 seconds east 346.09 feet to the westerly margin of Cumberland Circle; thence with same, north 22 degrees 56 minutes 29 seconds east 136.34 feet and north 36 degrees 21 minutes 16 seconds east 100.71 feet to the beginning.

Said property was conveyed to George E. Niederhauser and Mary Joyce Burrus by deed from Mary Frank Niederhauser, of record in Book 4990, page 842, said Register's Office.

The said George E. Niederhauser and Mary Joyce Burrus, their sucessor heirs and assigns hereby agree that they shall grant releases of property from this mortgage upon written request from the said David H. Parker, Trustee, as follows:

All lots which are created on existing roads, Spring Valley Drive and Cumberland Circle will be released on the basis of payment of $7,500.00 per lot. All other lots on streets created by said David H. Parker, Trustee, may be released upon payment of $5,000.00 per lot until the entire balance of the indebtedness has been paid in full. Such lot release payments are to be in addition to the cash payment of $32,400.00

The intent of this instrument is to transfer all property belonging to George E. Niederhauser and Mary Joyce Burrus to the said David H. Parker, Trustee, at this location.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 112,000.00

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

George E. Niederhauser
Affiant

My commission expires: 12-3-78
(Affix Seal)

John D. Holland
Notary Public

NOTARY PUBLIC * DAVIDSON COUNTY * TENNESSEE

This is unimproved (X) improved ( ) property, known as Part of Bluefields Subdivision, Cumberland Circle and Spring Valley Drive
(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 David H. Parker, Trustee, his (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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* David H. Parker, Trustee, his (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 David H. Parker, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* Ronald L. Evans, *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.

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 Registers 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.

Witness hand this 29th *day of* December, *19* 77 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Mary Joyce Burrus

George E. Niederhauser

David H. Parker, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John T. Holland, II, *a Notary Public in and for said County and State,* George E. Niederhauser, Mary Joyce Burrus, and David H. Parker, Trustee

*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* 29th *day of* DECEMBER, *19* 77

John T. Holland, II *Notary Public*

Commission expires 12/3/13

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 .....

DEC 29 77 CONV 90,000.00
DEC 29 77 CONV 22,000.00
DEC 29 77 MORT'G 79,600.00
DEC 29 77 S'TAX B* 291.20
DEC 29 77 S'TAX B* 77.60
DEC 29 77 PR'FEE B* .50
DEC 29 77 W'DEED B* 6.00 * 375.30

INSTALLMENT DEED

FROM
George E. Niederhauser and Mary Joyce Burrus

TO
David H. Parker, Trustee

E 43937.

IDENTIF. REFERENCE

DEC 29 3 51 PM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
NASHVILLE, TENNESSEE 37208
Phone 255-4631

Mail by George Niederhauser
2700 Franklin Rd.
Nashville, Tn. 37204