INSTALLMENT DEED

For and in Consideration of the sum of ($7,000.00)

Seven Thousand and No/100---------- Dollars,

of which ($3,500.00) Three Thousand Five Hundred and No/100------- Dollars,

has been paid in cash by Joseph W. Morris and wife, Joyce A. Morris,

the receipt of which is hereby acknowledged, and for the remainder ($3,500.00)

Three Thousand Five Hundred and No/100---------- Dollars,

the said Joseph W. Morris and wife, Joyce A. Morris, have executed their one note of even date herewith in the original principal sum of Three Thousand Five Hundred and No/100 Dollars ($3,500.00) plus interest at the rate of Six Per Cent (6%) per annum payable to the order of Frank B. Chadwick and wife, Betty A Chadwick, in monthly installments as follows: On the 10th Day of February, 1978, the sum of One Hundred and No/100 Dollars ($100.00) and thereafter a like amount on the Tenth Day of each succeeding Month for the next THIRTY-NINE (39) months and one last payment in the sum of Fifty-Seven and 09/100 Dollars ($57.09) on the 10th Day of April , 1981. Said payments to be applied first to payment of interest at the rate of Six Per Cent (6%) Per Annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

Said note further

~~all of said note bearing six per cent interest from date, 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, we, Frank B. Chadwick and wife, Betty A. Chadwick,

have this day bargained and sold, and do hereby transfer and convey unto the said Joseph W. Morris and wife, Joyce A. Morris, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 9 on the Plan of Bellevue Manor, as of record in Book 3600, pages 32 and 33, Register's for said County.

SAID Lot No. 9 fronts 140.21 feet on the southwesterly terminus of Harpeth Valley Court and extends back 382.35 feet on the northwesterly line and 455.31 feet on the southeasterly line, to a dead line in the rear, which is a broken line, measuring 156.54 feet thereon.

Being the same property conveyed to Frank B. Chadwick and wife, Betty A. Chadwick, by Deed from Clarence Siegrist and wife, Bertha M. Siegrist, of record in Book 4328, page 118, Register's Office for Davidson County, Tennessee.

This conveyance is subject to:

1. Taxes for 1977.
2. Restrictive covenants of record in Book 3672, page 507, Register's Office, Davidson County, Tennessee.
3. Plan of record in Book 3600, pages 32 and 33, which shows owner's certificate, certain minimum building setback lines and easements, Register's Office, Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as Harpeth Valley Court, 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 Joseph W. Morris and wife, Joyce A. Morris, 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 shown herein and as appears of record.

We further covenant and bind ourselves and ourheirs and representatives, to warrant and forever defend the title to said real estate to said Joseph W. Morris and wife, Joyce A. Morris, 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 in hand paid, we, the said Frank B. Chadwick and wife, Betty A. Chadwick,

do hereby transfer and convey unto David O. Condra, 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 Joseph W. Morris and wife, Joyce A. Morris,

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 Joseph W. Morris and wife, Joyce A. Morris, 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 Joseph W. Morris and wife, Joyce A. Morris, 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 David O. Condra, 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 Grantors, Frank B. Chadwick and wife Betty A. Chadwick, and Grantees, Joseph W. Morris and wife, Joyce A. Morris, hereunto set our hands at Nashville, Tennessee, this the 9th day of January 1978.

Frank B. Chadwick
Frank B. Chadwick

Betty A. Chadwick
Betty A. Chadwick

Joseph W. Morris
Joseph W. Morris

Joyce A. Morris
Joyce A. Morris

STATE OF TENNESSEE
Davidson County

Personally appeared before me, HOWARD M TARADASH, a Notary Public in and for said County and State, the within named Frank B. Chadwick and wife, Betty A. Chadwick, and Joseph W. Morris and wife, Joyce A. Morris,

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, DAVIDSON COUNTY, Tennessee, this 9 day of FEB, 1978

Commission Expires 10 June, 1980

Howard M. Taradash, Notary Public

HOWARD M. TARADASH 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 _____

COPY NOT PSS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5251 PAGE 523

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)

FEB 10 78	CONV	*7,000.00				
FEB 10 78	MORT'G	*3,500.00				
FEB 10 78	S'TAX		B*	18.20		
FEB 10 78	S'TAX		B*	1.50		
FEB 10 78	PR'FEE		B*	.50		
FEB 10 78	W'DEED		B*	8.00	*	28.20

INSTALLMENT DEED

FROM

Frank B. Chadwick and wife,
Betty A. Chadwick,

TO

Joseph W. Morris and wife,
Joyce A. Morris,

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

Mail to:
Joseph W. Morris
119 Harpeth Valley Rd.
Nashville Tenn 37221

E 49946

IDENTIF. REFERENCE

FEB 10 9 15 AM '78

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joseph W. Morris, et ux (NAME)	Joseph W. Morris, et ux (NAME)	Map 127-12
119 Harpeth Valley Road (STREET ADDRESS OR ROUTE NUMBER)	119 Harpeth Valley Road (STREET ADDRESS)	Par 4
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Howard M. Taradash, Attorney
Suite 103, 108 Harding Place
Nashville, Tennessee 37205

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 7,000.00 Howard M. Taradash
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF February 1978.

W. W. Weaver
Notary Public

MY COMMISSION EXPIRES: Aug. 1979

(AFFIX SEAL)