ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 5251 PAGE 940	MAP-PARCEL NUMBERS:
Stephen J. Kozy (NAME)	Same (NAME)	138-27 & 138-28
P. O. Box 333 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Hermitage, Tennessee 37076 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of

SEVENTY TWO THOUSAND EIGHT HUNDRED AND NO/100---------- DOLLARS

of which $ 18,200.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees promise to pay to the order of ARTIE CARTER ADAMS ET VIR, CARL ADAMS, the principal sum of FIFTY FOUR THOUSAND SIX HUNDRED AND NO/100 ($54,600.00) DOLLARS in installments as follows: On the 9th day of March, 1978, the sum of SIX HUNDRED SIXTY TWO AND 46/100 ($662.46) DOLLARS, and thereafter a like amount on the 9th day of each and every succeeding month; and if not sooner paid, the finalpayment shall be on the 9th day of February, 1988, with interest at the rate of EIGHT (8) PER CENT PER ANNUM to be computed on the unpaid principal balances. Said note provides for the payment of any number of payments or payment in full, without penalty,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

ARTIE CARTER ADAMS ET VIR, CARL ADAMS

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

STEPHEN J. KOZY, UNMARRIED

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: and in Rutherford County,

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

FEB 10 78	CONV	72,800.00			
FEB 10 78	MORT'G	54,600.00			
FEB 10 78	S'TAX		B*	189.28	
FEB 10 78	S'TAX		B*	52.60	
FEB 10 78	PR'FEE		B*	.50	
FEB 10 78	W'DEED		B*	6.00	* 248.38

This is improved ( )
unimproved ( ) property known as.....
(House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

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 convenant 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 Henry Hill 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 grantees 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 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 interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assesaments 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 grantees, 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 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 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 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 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 gender 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 9th day of February 19 78

Stephen J. Kozy, unmarried

Artie Carter Adams

Carl Adams

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 72,800.00

Affiant

Subscribed and sworn to before me, this the 9th day of February 19 78

My commission expires January 18, 1982
(Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Artie Carter Adams, Carl Adams, & Stephen J. Kozy the bargainor, 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 9th day of February 19 78

Commission Expires January 18, 1982

Notary Public.

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 _____

This instrument was prepared by:

Briley, Richards & Wrenne, Attys. 344 4th Ave. North, Nashville, Tennessee 37219

Name Address

INSTALLMENT DEED
G-250851 AC

FROM Artie Carter Adams et vir, Carl Adams

TO Stephen J. Kozy

E50166

IDENTIF. REFERENCE

FEB 10 3 35 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by

Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005-HESSEY 8-1-75

"EXHIBIT A"

Land in Davidson and Rutherford County, Tennessee, and described as follows:

TRACT NO. 1: Beginning at an elm, it being Carver's S. W. corner running E. 124 poles to a stake; thence S. 60 poles to a stake; thence W. 65 poles to a stake; thence S. 10 poles to a young cedar; thence W. 52 poles to a hackberry tree; thence a little W. of N. 70 poles to the beginning, containing 48 acres and 10 poles, more or less. Said land being bounded on the north by Will Jones; east by Carver; south by lands of Wm. Bryant and Scruggs and Samuels and on the west by Stephen Scruggs, and being the same property in which a remainder interest was conveyed by James Bryant to Arrenia Carter, Tom Bryant, Dora Bryant Scruggs, Minnie Collins, Thelma Haynes, Savannah Hayden, and Mary Etta Bryant, all by deed dated March 11, 1931, and recorded in Book 918, Page 357, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Being 51 acres, more or less, adjoining Tract #1 described above on the south and being a part of the following described tract of land; on tract, lot or parcel of land formerly lying in the first civil district of Rutherford County, Tennessee, but now understood to be situated in Davidson County, Tennessee, after a change of County line, it being a portion of a tract known as the James Bradford, beginning at a stone, it being the southeast corner of a tract owned by the said Jas. R. Bryant; thence south 136-1/2 poles to Allen's northeast corner; thence west with Allen's line 58 poles to a stake; thence north 104-1/2 poles to a stone; thence west 12 poles to a stone; thence north 22 poles to a stake in said Bryant's south boundary line; thence east 30 poles to a stone; thence north 10 poles to a stone; thence east 57-1/2 poles to the beginning, containing by estimation 57 acres and 92 poles. Being the same property conveyed to James Bryant by Mary E. Neal by deed recorded in Book 47, Page 636, Register's Office for Rutherford County, Tennessee.

There is excepted, however, from above referenced tract, a 10-1/2 acre tract conveyed by James Bryant et ux to William Bryant by deed of record in Book 17, Page 262, Register's Office for Rutherford County, Tennessee. Being the same land acquired by inheritance and by purchase from Thelma Haynes et al, as aforesaid.

There herein described Tract No. 1 and Tract No. 2 are the same property conveyed to Artie Carter Adams and husband, Carl Adams, by deeds recorded in Book 1942, Page 491 and in Deed Book 1942, Page 497, and by quitclaim deed recorded in Deed Book 4248, Page 749, Register's Office for Davidson County, Tennessee.