This instrument prepared by:
Don L. Smith, Attorney
Home Federal Tower, Nashville, Tn.

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William B. Allen, et ux	Same	130-10
(NAME): 1200 Chickering Rd.	(NAME): 1200 Chickering Rd.	124 Ja
(STREET ADDRESS OR ROUTE NUMBER): Nashville Tenn. 37215	(STREET ADDRESS): Nashville Tenn. 37215	
(CITY) (P. O./ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three Hundred Sixty-Five Thousand and no/100 ($365,000.00)----------*Dollars,*

of which One Hundred Sixty-Five Thousand and no/100 ($165,000.00)--------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Two Hundred Thousand and no/100 ($200,000.00) ----------*Dollars,*

William B. Allen, and wife Judith E. Allen,

(hereinafter Grantee") *ha* *executed*

a promissory note of even date herewith in the original principal amount of Two Hundred Thousand ($200,000.00) Dollars with interest on the unpaid balance at the rate of nine (9%) percent per annum and payable as follows: interest only payable in quarterly installments of interest on the unpaid balance for the first three (3) years, with the entire principal balance and all accrued interest payable in full three (3) years from date hereof. This note may be prepaid in whole or in part at any time without penalty

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, Katherine L. Fails (being the same person as Katherine L. Hume), hereinafter "Grantor")

have this day bargained and sold, and do hereby transfer and convey unto the said Grantee

(successors), heirs and assigns,

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

Being Lot No. 31 on the Plan of Belle Meade Subdivision, Section 10, Block 4, of record in Book 4460, page 3, Register's Office for said County.

Beginning at a point in the southeast margin of Belle Meade Boulevard; being the common front corner of Lots 31 and 32 on said Plan; thence with the common line between said two lots North 75° 22' East 507.29 feet to a point; thence southerly 80 feet to a point; thence South 85° 28' West 521.34 feet to a point in the east margin of Chickering Road, said point being the common corner of Lots 31 and 30; thence with the margin of Chickering Road North 5° 38' West 140.28 feet to a point; said point being the intersection of Chickering Road and Belle Meade Boulevard; thence with the southeasterly margin of Belle Meade Boulevard N 32° 52' East 125.6 feet to the point of beginning.

Being the same property conveyed to Katherine L. Hume (being the same person as Katherine L. Fails), a single woman by deed from James F. Holt, Jr., and wife, Elizabeth M. Holt of record in Book 5017, page 74, said Register's Office.

This conveyance is subject to:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 365,000.00

Affiant

Subscribed and sworn to before me, this the 24th day of February 19 79

My commission expires: My Commission Expires Sept. 8, 1979

(Affix Seal)

Notary Public

ANGELA C. DAVIDSON COUNTY, TENN.

Recorded plan showing an Owner's Certificate, a 150 foot setback line from the nearest point on either Belle Meade Boulevard or Chickering Road, a 40 foot easement for public utilities and drainage across rear portion of said lot, and an overhang easement running across the rear portion of said lot, and an approved sanitary disposal field area located on the front portion of said lot.

Terence N. Fails joins in the execution of this instrument in order to convey all of his right, title and interest in and to the premises to the Grantee herein.

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 Grantee *(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.,* except for 1978 taxes, a lien but not yet due and payable, which were prorated at closing and assumed by Grantee, and as otherwise noted herein

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee *(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 Grantee *hereinafter referred to as trustors, hereby transfer and convey unto* Don L. Smith, *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 $ FMV, *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

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 24 *day of* February, *19* 78

Katherine L. Fails

Katherine L. Fails

Terence N. Fails

Terence N. Fails

William B. Allen

William B. Allen

Judith E. Allen

Judith E. Allen

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Angela S. Powers, *a Notary Public in and for said County and State,* Katherine L. Fails and Terence N. Fails

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* 24th *day of* February, *19*78.

ANGELA S. POWERS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Angela S. Powers *Notary Public*

My Commission Expires Sept. 8, 1979

Commission expires

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, William B Allen & wife Judith E. Allen *a Notary Public in and for said County and State,* William B. Allen and wife Judith E. Allen

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 24th *day of* February, *19* 78.

Amelia Warren
Notary Public

Commission expires Oct 18, 1981

AMELIA WARREN NOTARY PUBLIC DAVIDSON COUNTY

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 .....

FEB27 78	CONV	90,000.00		365,000.00
FEB27 78	CONV	90,000.00		
FEB27 78	CONV	90,000.00		
FEB27 78	CONV	95,000.00		
FEB27 78	MORT'G	90,000.00		200,000.00
FEB27 78	MORT'G	90,000.00		
FEB27 78	MORT'G	20,000.00		
FEB27 78	S'TAX		B* 949.00	
FEB27 78	S'TAX		B* 193.00	
FEB27 78	PR'FEE		B* .50	
FEB27 78	W'DEED		B* 8.00	* 1,155.50

INSTALLMENT DEED

FROM

TO

E 52398

IDENTIF. REFERENCE

FEB 27 4 01 PM '78

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE