This deed prepared by Richard Dance, 601 Broadway, Nashville, Tennessee 37203
New Owner and send tax notices to Mr. & Mrs. James G. Fuqua, No. 6 Peach Blossom Square, Nashville, Tennessee 37205

104-13-250 BN

INSTALLMENT DEED

BOOK 5267 PAGE 321

FOR AND IN CONSIDERATION of the sum of Ninety One Thousand Six Hundred Fifty and no/100---------- Dollars ($91,650.00), of which Eleven Thousand Six Hundred Fifty and no/100----------Dollars ($ 11,650.00), has been paid in cash by the hereinafter named Grantees, the receipt of which by the hereinafter named Grantor, is hereby acknowledged and for the remainder Eighty Thousand and no/100-=----------Dollars ($ 80,000.00), the said hereinafter named Grantees have executed one promissory note of even date herewith payable to the order of the hereinafter named Grantor in sixteen (16) consecutive semi-annual principal installments of Five Thousand and no/100----------Dollars ($ 5,000.00) each with the first installment due on the 1st day of September , 19 78 ; said note bearing interest from date thereof at the rate of 8-1/2 % per annum, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, attorney's fees and all obligations of Grantees hereinafter provided for, a lien is expressly retained on the land herein conveyed, First American National Bank of Nashville and James Notley Maddox, Trustees under the trust established by the will of Marjorie C. Maddox, hereinafter called Grantor, has this day bargained and sold and does hereby transfer and convey unto James G. Fuqua and wife, Marie T. Fuqua , hereinafter called Grantees, their heirs and assigns, that certain real estate in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 6, on the plan of Peach Blossom Square, as of record in Book 3842, page 166, and as revised by plan of record in Book 3842, page 250, Register's Office for said County.

Said lot no. 6 fronts 50 feet on the northerly side of Peach Blossom Square, and extends back between parallel lines 124.99 feet to a dead line.

Being the same property conveyed to Marjorie C. Maddox, now deceased, by deed from Fort Realty Company of record in Book 4312, page 492, said Register's Office. See Will Book 97, page 91, Davidson County Court Clerk's Office.

Eileen R. Cheatham joins herein and quit claims, releases and conveys any and all interest which she may have in and to the above described property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 91,650.00

Affiant: James G. Fuqua

Subscribed and sworn to before me, this the 1st day of March 1978.

Notary Public

My commission expires: 2/14/79
(Affix Seal)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except for (1) those matters set out herein, (2) those restrictions and easements as are of record, and (3) real estate taxes for the current year which are assumed by Grantees.

Grantor further covenants and binds itself and its successors and representatives, to warrant and forever defend the title to said real estate to said Grantees, their heirs and assigns, against the lawful claims of all persons.

And now for the purpose of rendering court proceedings unnecessary for the enforcement of the lien herein retained by Grantor on the real estate hereinbefore described and to secure the prompt and faithful payment of the above described promissory note and to secure the prompt and faithful payment and performance by Grantees of their obligations as hereinafter provided and further for the consideration of $1.00 to Grantees in hand paid, the receipt of which is hereby acknowledged, the Grantees do hereby transfer and convey unto _____ W. L. Midgett _____, Trustee, his successors and assigns, the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only.

The Grantees do hereby agree to keep all buildings now or hereafter erected on said real estate, insured in some reliable fire insurance company or companies for at least a sum equal to the unpaid balance due on the promissory note secured hereby until said note is fully paid, and to have the loss, if any, made payable, in form satisfactory to holder, on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said note, as interest may appear.

Grantees further agree to keep the improvements on said real estate in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due and before date of delinquency; and in case Grantees fail to do either, or fail to procure, pay for and maintain the required insurance, then the said Trustee, or the lawful owner and holder of said note may do any or all of these things, and the sum or sums so expended shall be due and payable immediately without notice or demand and shall bear interest at the highest lawful contract rate from the date of such payment.

Now, if the Grantees shall pay the promissory note above described when due, according to its terms, and pay the taxes, keep up repairs, and keep said buildings insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if Grantees fail to pay any installment, principal or interest, on said promissory note promptly when due, or if Grantees fail to pay taxes, keep up repairs or keep said premises insured as herein provided, or if Grantees fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within ten days from date of such payment, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said promissory note, the entire unpaid balance, principal and interest, due on said note shall immediately become due and payable, without notice or demand, and the said Trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty (20) days' notice of the time, terms and location of said sale by three (3) publications in any newspaper, daily or weekly, published in the county wherein the real estate is situated, to sell said real estate at the courthouse door 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 Grantor and/or holder of said note may bid at any sale under this trust conveyance. Grantees agree, that the Trustee may, at any time after default in the payment of said note, enter and take possession of said real estate and shall only account for the net rents actually received by him. Grantees further agree that, in the event the Trustee fails, before selling said real estate, as herein provided, to enter and take possession thereof, the purchaser shall be entitled, without notice or demand, to immediate possession thereof upon the delivery to him by the Trustee of a deed for said real estate. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of (a) all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; (b) reasonable attorney's fees for advice in the premises, for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement or protection of said lien and the expenses

of any such litigation; and (c) all sums advanced by or owing to holder and/or Trustee not included in 2nd item below;

2nd. To the payment of the promissory note and all other indebtedness herein secured;

3rd. The residue, if any, will be paid to Grantees, their representatives or assigns.

Should the Trustee herein specifically named be unable to execute the foregoing trust because of death, disability, resignation or any other cause, or should the holder of the note herein secured desire that another or different trustee act hereunder, then the holder of said note herein secured is hereby authorized and emplowered to name and appoint, by an instrument in writing to be recorded in the same register's office as this instrument, a successor trustee to execute this trust and the title herein conveyed to the above specifically named trustee shall be vested in said successor.

Grantees agree to pay all cost including attorney's fee incurred by the holder of the promissory note secured hereby in recording, protecting, preserving, defending, enforcing or releasing the lien of this instrument.

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.

If less than two join herein as Grantees, then the pronouns and relative words referring to Grantees, shall be read in the singular masculine, feminine or neuter gender, as the case may be.

If more than one joins herein as Grantor, or Grantor is not of the neuter gender, then the pronouns and relative words referring to Grantor shall be read in the plural, masculine or feminine gender, as the case may be.

IN WITNESS WHEREOF, Grantor and Grantees have caused this instrument to be executed on this the 1st day of March, 1978.

GRANTEES:

James G. Fuqua

Mattie T. Fuqua

GRANTOR:
First American National Bank of Nashville, Trustee
By Edith D. Perry
Edith D. Perry, Vice President and Trust offic

James Notley Maddox, Trustee

Eileen R. Cheatham

-4-

IDENTIF. REFERENCE T

MAR 30 1 50 PM '78

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

E 57090

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named James G. Fuqua and wife, Marie T. Fuqua, 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, Tennessee, this 1st day of March, 1978.

Susan Ross
Notary Public

My commission expires: 2/14/79

MAR 30 CONV 91,650.00
MAR 30 MORT'G 80,000.00
STATE OF Tennessee MTG TAX B* 238.16
COUNTY OF Davidson MTG TAX D* 78.00
MAR 30 PR'FEE B* .50
RECORDED 0.00 * 326.66

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, the within named Eileen R. Cheatham, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of March, 1978.

Edsel Ford Hallman, Jr.
Notary Public

My commission expires: 11-8-80

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared Edith D. Perry, with whom I am personally acquainted and who, upon oath, acknowledged herself to be Vice President and Trust Officer of First American National Bank of Nashville, the within named bargainor, a corporation, and that she as such Vice President and Trust Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Vice President and Trust Officer.

Witness my hand and official seal, at office, at Nashville, Tennessee, this 1st day of March, 1978.

Susan Ross
Notary Public

My commission expires: 2/14/79

STATE OF [illegible]
COUNTY OF [illegible]

Before me, the undersigned, a Notary Public, in and for said County and State aforesaid, the within named James Notley Maddox, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at [illegible], this 16 day of [illegible], 19[illegible].

[illegible]
Notary Public

My commission expires: My Commission Expires Oct. 17, 19[illegible]