This Was d
By: Dennis Dickerson, Jr. Of The Law Firm:
Pedigo & Saindon; Stahlman Bldg.
Nashville, TN

Installment Deed

BOOK 5271 PAGE 690

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ray H. Manley Sr. et ux (NAME:)	Same (NAME:)	Map 132-14
881 Robertson Academy Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 49
Nashville TN 37220 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTY-EIGHT THOUSAND AND NO/100----- ($58,000.00) ----------*Dollars,*

of which -------EIGHTEEN THOUSAND AND NO/100 ($18,000.00)----------

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

the receipt of which is hereby acknowledged, and for the remainder FORTY THOUSAND AND NO/100--- ($40,000.00)----------*Dollars,*

Ray H. Manley, Sr. and wife, Sylvia F. Manley

have executed

executed an installment deed note in the principal amount of $40,000.00 payable to the order of Alanson B. Manley, Jr. and wife, Sarah B. Manley. Said note being payable in 300 equal monthly installments of $282.72 per month, with the first installment being due and payable Nov 1, 1977, and thereafter on the same day of each succeeding month, alike amount is due and payable until the entire amount, both principal and interest have been paid in full. Said note bears interest at the rate of 7% per annum and interest is included in said installments.

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,

Alanson B. Manley, Jr. and wife, Sarah B. Manley

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

Ray H. Manley, Sr. and wife, Sylvia F. Manley

their ~~(XXXXX)~~ *(successors), heirs and assigns,*

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

Being Lot No. 47 on the Plan of Oak Hill Valley, as of record in Book 1835, pages 15 and 16, Register's Office for said County, described as follows:

Beginning on the southerly margin of Robertson Academy Road at the northwest corner of Lot No. 48 on said plan; thence with the southerly margin of said Road, westwardly 135 feet to a monument at the beginning of a curve having a radius of 25 feet; thence around said curve in a southwesterly direction 34.64 feet to a monument on the easterly margin of Churchwood Drive; thence with the easterly margin of said Drive, southwardly 284.75 feet to a 5-inch square cut stone; thence eastwardly 165.72 feet to the southwest corner of said Lot No. 48; thence with the line between said Lots Nos. 47 and 48, northwardly 328.40 feet to the beginning.

Being the same property conveyed to Alanson B. Manley, Jr. and wife, Sarah B. Manley by deed from David C. Rutherford and wife, Linda R. Rutherford of record in Book 4207, page 909, Register's Office for Davidson County, Tennessee.

Continued....

DAN H. JOHNSON NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $58,000.00

Affiant

Subscribed and sworn to before me, this the 25th day of February 1978.

Notary Public

My Commission expires: June 26, 1980
(Affix Seal)

This conveyance is made subject to 10-foot easement for public utilities aong the rear line of premises, 40-foot building setback line from Churchwood Drive, 75-foot building setback line from Robertson Academy Road, branch across southeast corner of premises, and conditions of owners certificate, as shown on plan of record in Book 1835, pages 15 and 16, Register's Office for said County; and to restrictive covenants of record in Book 1788, page 186, and Book 1809, page 539, said Registers Office.

unimproved ( )
This is improved (X) property, known as 881 Robertson Academy Rd. Nashville, TN 37220
(House Number) (Street) P. O. Address (City) (State)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ray H. Manley, Sr. and wife, Sylvia F. Manley their ~~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* Ray H. Manley, Sr. and wife, Sylvia F. Manley, their ~~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 Ray H. Manley, Sr. and wife, Sylvia F. Manley *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 said court to prove the above indebtedness, all the costs and

...of ... or ... fee,

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 25th day of ~~January~~ February, 1978.

Clarence B. Manley

Isabelle B. Manley

Sylvia F. Manley

Ray H. Manley Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dan H. Jordan *, a Notary Public in and for said County and State,* Ray H. Manley, Sr. and wife, Sylvia F. Manley

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* 25th *day of* ~~January~~ February, *19* 78

Dan H. Jordan *Notary Public*

Commission expires Jan 26, 1980

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,* Alanson B. Manley, Jr. and wife Sarah B. Manley *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 *this* 10 *day of* April, *19* 78.

Paula J. Holland *Notary Public*

PAULA J. HOLLAND NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 4/22/80

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 .....

APR 11 78	CONV	58,000.00			
APR 11 78	MORT'G	40,000.00			
APR 11 78	S'TAX		B*	150.80	
APR 11 78	S'TAX		B*	38.00	
APR 11 78	PR'FEE		B*	.50	
APR 11 78	W'DEED		B*	8.00	* 197.30

INSTALLMENT DEED

FROM ALANSON B. MANLEY, JR., ET UX

TO RAY H. MANLEY, SR., ET UX

Mail to Sylvia Manley c/o Folk Jordan Co P.O. Box 15565 Nashville Tn 37215

E 58995

IDENTIF. REFERENCE

APR 11 9 02 AM '78

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

PETTUS & STENSON