PREPARED BY: JAMES P. GUENTHER
306 Nashville City Bank Building
Nashville, Tennessee 37201

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
WILLIAM F. CAUL ET UX	Same	Map 154
(NAME): 7206 Mark Dr	(NAME):	Parcel 1
(STREET ADDRESS OR ROUTE NUMBER): Nashville Tn	(STREET ADDRESS):	45, 22, 83
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixteen Thousand and no/100 ($16,000.00) Dollars, of which NINE THOUSAND SEVEN HUNDRED AND FIFTY AND no/100 ($9,750.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Six Thousand Two Hundred and Fifty and no/100 ($6,250.00) Dollars, WILLIAM F. CAUL and DOROTHY E. CAUL have executed an installment deed note of even date providing for the payment of Six Thousand Two Hundred Fifty and no/100 ($6,250.00) on June 5, 1978 at no interest

APR 17 78	CONV	16,000.00		
APR 17 78	MORT'G	*6,250.00		
APR 17 78	S'TAX		B*	41.60
APR 17 78	S'TAX		B*	4.20
APR 17 78	FEE		B*	.50
APR 17 78	DEED		B*	50.30

and providing for payment of attorney's fees, if it be necessary to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, NEAL W. CARTER and wife, ANN RAY CARTER have this day bargained and sold, and do hereby transfer and convey unto the said WILLIAM F. CAUL and wife, DOROTHY E. CAUL, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING at a point in the Westerly margin of Griffith Road in the 9th Civil District of Davidson County, Tennessee, at a point to be located by measuring from the Southeast corner of the Hazel Redd property described in Book 3936, Page 405, a distance of 101.06 feet South 16° 35' 55" East along the Westerly margin of Giffith Road. Having established the beginning point, the tract of land is described as follows: From this point in the Westerly margin of Griffith Road thence South 81° 36' 08" West 520.45 feet to a point; thence North 36° 26' West 180.31 feet to a point; thence South 85° 10' 18" West 561.87 feet to a point; thence South 42° 35' East 404.58 feet to a point; thence South 81° 10' 2" West 523.59 feet to a point; thence South 7° 25' 28" East 166.62 feet to a point; thence South 0° 15' 53" West 169.42 feet to a point; thence South 49° 35' East 141.42 feet to a point; thence North 78° 46' East 589.11 feet to a point in the Westerly margin of a private dirt road; thence with the Westerly margin of said road North 11° 14' West 106.55 feet to a point; thence continuing with the Westerly margin of the said road on a curve to the left (R=484.4") the length of 265.12 feet to a point in the Westerly margin of said road; thence North 47° 25' East 50 feet to a point in the Easterly margin of said road; thence North 42° 35' West 375.93 feet to a point; thence North 85° 10' 18" East 431.97 feet to a point; thence South 36° 26' East 182.41 feet to a point; thence North 81° 36' 8" East 557.67 feet to a point in the Westerly margin of Griffith Road; thence with the Westerly margin of Griffith Road North 16° 35' 55" West 50.53 feet to the point of beginning.

Together with a non-exclusive permanent easement or right-of-way over the existing gravel road from Griffith Road to the land conveyed, said existing gravel road crossing the land of the grantor, for the enjoyment of the said William F. Caul and wife, Dorothy E. Caul, their heirs, successors, and assigns, to pass with or without vehicles for ingress and egress to lands sold. Grantors have heretofore granted to others easements to use the existing roadway and Grantor will in the future grant similar common easements to others. Further, Grantors reserve to themselves, their heirs, executors, administrators, personal representatives, assigns, successors, and permittees an easement across the land conveyed, the width of the existing roadway and further, the required width of the roadway which may be built in the future, the center line of which would be the center line of the existing roadway, widened to meet the specifications necessary to dedicate the road as a public way. This easement shall be perpetual and shall run with the land.

This conveyance is subject to all restrictions, easements, or other encumbrances which are matters of public record.

There shall be no temporary buildings or house trailers placed on this property. Any residence shall have a minimum of 1700 square feet of living space. Buildings will be placed on the property as if the center of the existing roadway were the center of the public dedicated roadway.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 16,000.00

Subscribed and sworn to before me, this the 4 day of April, 1978

Affiant

My commission expires: Jan 8, 1979 (Affix Seal)

Notary Public

This is improved { } unimproved { } 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 WILLIAM F. CAUL and wife, DOROTHY E. CAUL *(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.*

further covenant and bind our *heirs and representatives, to warrant and forever defend the title to said real estate to said* WILLIAM F. CAUL and wife, DOROTHY E. CAUL 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 WILLIAM F. CAUL and wife, DOROTHY E. CAUL *hereinafter referred to as trustors, hereby transfer and convey unto* JAMES P. GUENTHER *, 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 $ -0- *, 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 any court to prove the above indebtedness, all the costs and 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.

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 expense 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 Registers 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.

Witness our hand this 9 day of April, 19 78, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

William F. Caul

Dorothy E. Caul

Ann P. Carter

Neal M. Carter

JAMES P. GUENTHER * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James P. Guenther *a Notary Public in and for said County and State,* William F. Caul, Dorothy E. Caul, R. Carter & Neal M. Carter

the within named 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* 5 *day of* April, 19 78

James P. Guenther *Notary Public*

Commission expires 3/2/79

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IDENTIFICATION
FILED
APR 17 1978
5 PM
FELIX Z. MILLER, REGISTER
DAVIDSON COUNTY, TENN.