Prepared By:
Charles C. Trabue, III
L & C Tower
Nashville, Tennessee 37219

Installment Deed

BOOK 5278 PAGE 578

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dempsey L. Rouse, Jr. et ux (NAME:)	Same (NAME:)	155
7428 George Gaines Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	f/09 Js
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	9D-18035

FOR AND IN CONSIDERATION of the sum of Nineteen Thousand Five Hundred and no/100 ($19,500.00) ---------- *Dollars,*

of which Two Thousand Five Hundred and no/100 ($2,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventeen Thousand and no/100 ---------- *Dollars,*

Dempsey L. Rouse, Jr. and wife, Doris S. Rouse

*ha*ve *executed*

their promissory note of even date herewith in the original principal amount of $17,000.00 with interest at the rate of 8-1/2% per annum

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, Thomas H. Peebles, III and wife, Katherine K. Peebles

have this day bargained and sold, and do hereby transfer and convey unto the said Dempsey L. Rouse, Jr. and wife, Doris S. Rouse, their

(successors), heirs and assigns,

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

A tract of land in Davidson County, Tennessee, being described according to the survey of A & A Engineers, Inc., dated August 25, 1977, as follows:

Beginning at a point in the center line of Poplar Creek Road, said point being the southeast corner of Tract herein described; thence with said centerline of said road in a westerly direction, South 72 degrees 25 minutes 50 seconds West 220.77 feet to a point; thence leaving said centerline, North 17 degrees 35 minutes 27 seconds West 157.75 feet to a point; thence, North 2 degrees 35 minutes 27 seconds West 391.88 feet to a point; thence, North 3 degrees 29 minutes 06 seconds East 503.38 feet to a point in the centerline of Russell Road; thence with said centerline of Russell Road in an easterly direction, North 84 degrees 00 minutes 25 seconds East 66.50 feet to a point; thence continuing with said centerline, South 77 degrees 48 minutes 00 seconds East 93.93 feet to a point, thence with said centerline South 67 degrees 56 minutes 40 seconds East 101.75 feet to a point; thence with said centerline South 67 degrees 56 minutes 40 seconds East 4.26 feet to a point; thence with said centerline North 89 degrees 07 minutes 50 seconds East 54.05 feet to a point; thence with centerline North 56 degrees 20 minutes 10 seconds East 66.76 feet to a point in the centerline of McCrory Lane; thence with said centerline of McCrory Lane, South 65 degrees 07 minutes 17 seconds East 86.45 feet to a point; thence leaving said centerline of McCrory Lane, South 22 degrees 51 minutes 26 seconds West 496.25 feet to a point; thence with a fence line South

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 19,500.00

Subscribed and sworn to before me, this the 26th day of April, 1978

Affiant

My commission expires: 9/26/78

Notary Public

(Affix Seal)

DAVIDSON COUNTY

0 degrees 05 minutes 47 seconds West 470.57 feet to the point of beginning, and containing 7.05 acres according to said survey.

Being part of the same property conveyed to Thomas H. Peebles, III and wife, Katherine K. Peebles by deed from Mrs. Henry W. Erickson of record in Book 4163, page 837, Register's Office for Davidson County, Tennessee.

Subject to the following restrictions and exceptions:

1) Any residence built on the tract of land herein conveyed shall contain not less than 1600 square feet of heated living space.
2) The property herein conveyed shall not be subdivided nor any part thereof be sold or conveyed separate from the whole thereof without the prior written consent of the grantors herein or their heirs or other successors in title to the tract or parcel of land (containing approximately 12 acres) adjoining the property herein conveyed, identified as Lot 1 on the above mentioned plot or survey, and now owned by the said grantors; provided that this restriction shall wholly and finally terminate at such time as the said grantors or any of their direct descendants no longer own any interest in said adjoining property; and provided further that this restriction shall not prohibit the transfer or taking of any part of the property involved for street widening or similar public purpose.
3) State and County Taxes for 1978, a lien, but not yet due and payable.

This is unimproved (X) improved ( ) property, known as McCrory Lane, Nashville, Tennessee
(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 Dempsey Rouse, Jr. and wife, Doris S. Rouse, 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.* except as noted in instrument of record in Book 2902, page 172, Register's Office for Davidson County, Tennessee, and except for the restrictions noted above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dempsey L. Rouse, Jr. and wife, Doris S. Rouse, 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 Dempsey L. Rouse, Jr. and wife, Doris S. Rouse *hereinafter referred to as trustors, hereby transfer and convey unto* Jack F. King, Jr., *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:* to secure payment of the promissory note described hereinabove.

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 $ 19,500.00*, 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 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 26th *day of* April, *19*78

Thomas H. Peebles, III

Thomas H. Peebles, III

Katherine K. Peebles

Katherine K. Peebles

Dempsey L. Rouse, Jr.

Dempsey L. Rouse, Jr.

Doris S. Rouse

Doris S. Rouse

VIRGINIA K. MURPHREE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Virginia K. Murphree, *a Notary Public and for said County and State,* Thomas H. Peebles, III, Katherine K. Peebles, Dempsey L. Rouse, Jr. and Doris S. Rouse

*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* 26th *day of* April, *19*78

Virginia K. Murphree *Notary Public*

Commission expires 9/26/78

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ..., a Notary Public in and for said County and State, ...

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this.....day of....., 19.....

.....Notary Public

Commission expires.....

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.....

APR27'78	CONV	19,500.00			
APR27'78	MORT'G	17,000.00			
APR27'78	S'TAX		B*	50.70	
APR27'78	S'TAX		B*	15.00	
APR27'78	PR'FEE		B*	.50	
APR27'78	W'DEED		B*	8.00	* 74.20

INSTALLMENT DEED

FROM THOMAS H. PEEBLES, III, ET UX

TO DEMPSEY L. ROUSE, JR., ET UX

E 62233

IDENTIF. REFERENCE

APR 27 2 11 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

Nicol Neal & Gabbe Trustees