Prepared By: Tom G. Coleman, Jr., Atty., 1702 Parkway Towers, Nashville, Tennessee

INSTALLMENT DEED

BOOK 5288 PAGE 320

For and in Consideration of the sum of ---SEVENTY-TWO THOUSAND AND 00/100---------
----($72,000.00)----------Dollars,
of which---FIVE-THOUSAND AND 00/100 ($5,000.00)----------Dollars,
has been paid in cash by Paul F. Durham and Sid D. Durham
the receipt of which is hereby acknowledged, and for the remainder---SIXTY-SEVEN THOUSAND
AND 00/100 ($67,000.00)----------Dollars,
the said Paul F. Durham and Sid D. Durham have this day executed two promissory notes of even date herewith, payable to the order of Ronald F. McCallister and wife, Elizabeth McCallister, and executed by Paul F. Durham and Sid D. Durham, and given as part of the purchase money on the herein described property. Said notes are payable as follows: 1. One note in the principal sum of $5,000.00, payable on or before ninety (90) days from date, plus interest, interest being at the rate of 6½% per annum on the unpaid principal sum. Amounts paid will be credited first to interest due; balance to unpaid principal sum. 2. One note in the principal sum of $62,000.00 payable in consecutive monthly installments of $400.00 each, including both principal and interest, interest being at the rate of 6½% per annum on the unpaid principal sum. The first payment falling due six weeks from date, and thereafter, continuing in consecutive monthly installments as aforesaid on the 1st day of each consecutive monthly until both principal and interest are fully paid.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Ronald F. McCallister and wife, Elizabeth McCallister

have this day bargained and sold, and do hereby transfer and convey unto the said Paul F. Durham and Sid D. Durham, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Land in Davidson County, Tennessee, being Lot No. 49 (Revise of the Highview Acres, Subdivision, as of record in Book 2331, Page 52, Register's Office for said County, and the land lying just to the rear of Lot 49, all of which is described as follows:

Starting at a point at the North end of Verbena Drive, in a northerly direction a distance of 322.8 feet to a corner post; thence westerly a distance of 386 feet, more or less, to the easterly bank in a southerly direction, a distance of 319 feet, more or less, to a point; thence easterly a distance of 477 feet, more or less, to a point on the North side of Verbena Drive; thence along a curve on the northerly side of Verbena Drive, a distance of 46.8 feet, to the point of origin.

Being the same property conveyed to Ronald F. McCallister and wife, Elizabeth McCallister, by deed from M. D. Hale and wife, Margaret E. Hale, of record in Book 2499, Page 431, Register's Office for Davidson County, Tennessee.

TRACT II: Land in Davidson County, Tennessee, being Lot No. 48 on the Plan of Highview Acres as of record in Book 2331, Page 52, Register's Office for Davidson County, Tennessee.

Said Lot No. 48 fronts 55.6 feet on the northerly side of Verbena Drive and runs back between lines 322.8 feet on the westerly side and 309.2 feet on the easterly side to a broken line in the rear measuring 385.8 feet thereon.

**Continued, see page three.....

This is unimproved ( ) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Paul F. Durham and Sid D. Durham 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Paul F. Durham and Sid D. Durham their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to in hand paid, We, the said Paul F. Durham and Sid D. Durham

do hereby transfer and convey unto Tom G. Coleman, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Paul F. Durham and Sid D. Durham do hereby 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 at least the sum of $insurable interest until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Paul F. Durham and Sid D. Durham shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; We fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 borrowers representatives or assigns.

Being the same property conveyed to Ronald F. McCallister and wife, Elizabeth McCallister, by deed from M. D. Hale and wife, Margaret C. Hale, of record in Book 2454, Page 183, Register's Office for Davidson County, Tennessee.

This instrument is made subject to restrictive covenants of record in Book 2444, Page 35, Register's Office for Davidson County, Tennessee, and to the Plan of record in Book 2331, Page 52, said Register's Office. This instrument is also made subject to all applicable local government planning, building and zoning regulations.

RELEASE CLAUSE

Holders of the within indebtedness will, after receipt of the $5,000.00 installment due ninety days from date, and at the option of the buyers, an additional $10,000.00 lump sum payment, then release in full Lot 49. This $10,000.00 advance payment will be credited on the end of the within $62,000.00 note and not as monthly installment payments.

If Lot 48 is further sold or conveyed, the holders of the within indebtedness may immediately call for payment in full of the notes herein secured. The within secured indebtedness cannot be assumed by a subsequent purchaser without the written consent of the holders.

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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Tom G. Coleman, Jr., Trustee, shall be vested in said successor.

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.

IN WITNESS WHEREOF, we, the said Ronald F. McCallister and wife, Elizabeth McCallister and Paul F. Durham and Sid D. Durham hereunto set our hands at Nashville, Tennessee, this the 20th day of April 1978

Paul F. Durham

Ronald F. McCallister

Elizabeth McCallister

Sid D. Durham

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ronald F. McCallister and wife, Elizabeth McCallister and Paul F. Durham and Sid D. Durham

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 20th day of April, 1978

Notary Public.

Commission Expires 8-3-80

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

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Before me, ... , a Notary Public of the State and County aforesaid, personally appeared ..... , with whom I 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 .....

(over for additional acknowledgements)

MAY22 78	CONV	72,000.00			
MAY22 78	MORT'G	67,000.00			
MAY22 78 S'TAX			B*	137.20	
MAY22 78 S'TAX			B*	65.00	
MAY22 78 PR'FEE			B*	.50	
MAY22 78	W'DEED		B*	10.00	* 262.70

INSTALLMENT DEED

FROM Ronald F. McCallister, et ux

TO Paul F. Durham, et al

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 6 6 5 7 2

IDENTIF. REFERENCE

MAY 22 9 38 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Paul F. Durham, et al (NAME)	New Owner (NAME)	Map 133-15
3112 Nolensville Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 1 Par 2
Nashville Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	5DU-8935 5DU-8930

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tenn. 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 72,000.00 Tom G. Coleman Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20 DAY OF April 1978.

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)