This instrument was prepared by:
GRISSIM AND SHORT, Attorneys
1400 American Trust Building
Nashville, Tennessee 37201

BOOK 5290 PAGE 963

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAXES TO:	MAP-PARCEL NUMBERS:
Maurice R. Partain et ux (NAME)	Same (NAME)	59-13-36
1800 Haley Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn 37218 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of FORTY-FIVE THOUSAND AND NO/100----------
----------($45,000.00)----------DOLLARS

of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

(1) Grantees have sold, transferred and conveyed their equity interest at a value of $20,000.00 in Lot No. 112 on the Map of Treppard Heights, Section VII, as of record in Book 2900, page 13, Register's Office for Davidson County, Tennessee, to Grantors;

(2) Grantees have given their note of even date in the sum of $20,000.00 payable to Grantors in equal monthly installments of $173.57 per month including interest at 8½% per annum for twenty (20) years.

(3) Grantees have given their note of even date in the sum of $5,000.00 payable to Grantors twenty (20) years from date, including interest at 8½% per annum; said interest to be added yearly to the principal amount.

Notwithstanding any provisions herein to the contrary, in the event the maker of the notes transfers and conveys the subject property secured by the aforesaid notes, then the principal balance and accumulated interest to that date shall be immediately due and payable.
Default under either of the notes described in (2) and (3) above will constitute default under both notes.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, Donald Eugene Wall and wife, Margaret A. Wall,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Maurice R. Partain and wife, Lorene D. Partain,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(See attached sheet for description.)

MAY 30 78	CONV	45,000.00			
MAY 30 78	MORT'G	25,000.00			
MAY 30 78	S'TAX		B* 117.00		
MAY 30 78	S'TAX		B* 23.00		
MAY 30 78	PR'FEE		B* .50		
MAY 30 78	W'DEED		B* 6.00	*	146.50

This is improved ( )
unimproved ( ) property known as _____
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto Hunter Short 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 grantees 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 $ 30,000.00 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 interest 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 grantees, 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 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 the grantees herein, their heirs, 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 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 17th day of May, 1978

Margaret A. Wall — Maurice R. Partain

Donald E. Wall — Lorene D. Partain

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $45,000.00

Amount

Maurice R. Partain

Subscribed and sworn to before me, this the 17th day of May, 1978

My commission expires Feb 4, 1980 (Affix Seal)

Notary Public

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named Donald Eugene Wall, Patricia H. Wall, Maurice R. Partain the 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 17th day of May, 1978

Commission Expires Feb 4, 1980

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lorene D. Partain, the bargainor, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of May, 1978.

NOTARY PUBLIC

My commission expires:

Feb 4, 1980

This instrument was prepared by:

GRISSIM AND SHORT, Attorneys, 1400 American Trust Building, Nashville, Tennessee 37201

Name Address

INSTALLMENT DEED

FROM DONALD EUGENE WALL AND WIFE, PATRICIA H. WALL

TO MAURICE R. PARTAIN AND WIFE, LORENE D. PARTAIN

E 6.7.74.1

IDENTIF. REFERENCE

MAY 30 8 58 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by

Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005-HESSEY 8.1.75

DESCRIPTION

TRACT I: LAND in Davidson County, Tennessee, being the southwesterly part of Lot No. 62 on the Map of Haley's Subdivision of part of Block No. 5 in G. T. Sheegog's Subdivision at Bordeaux, as of record in Book 547, page 155, Register's Office for said County, being Lots Nos. 1, 2 and 3 of Block "A" on an unregistered plan of Haley's Subdivision of part of Block No. 5 in G. T. Sheegog's Subdivision at Bordeaux.

According to said unregistered plan, said Lots Nos. 1, 2 and 3 front together 90 feet on the southeasterly side of Haley Avenue and run back 176.4 feet on the northeasterly line and 180 feet onthe southwesterly line with the northeasterly margin of Doak Avenue, to a dead line, measuring 90 feet thereon.

TRACT II: LAND in Davidson County, Tennessee, being a small triangular portion of the southerly part of the northerly 25 feet of Lot No. 62 on the Plan of Hailey's Subdivision of part of Block No. 5 in G. T. Sheegog's Subdivision of record in Book 547, page 155, Register's Office for said County, and also being a small triangular portion of the southerly part of Lot No. 4 on an unrecorded plan of a re-subdivision of certain lots in G. T. Sheegog's Subdivision of record in Book 547, page 155, said Register's Office, as prepared by James A. Hamilton, Jr., Surveyor, December 26, 1947; the said triangular portion being further described as follows:

BEGINNING at a point 25 feet southerly from the northerly line of Lot No. 62 on G. T. Sheegog's Subdivision, said point also being the southeast corner of the property conveyed to Nathan Wall and wife, of record in Book 2139, page 509, said Register's Office; thence northerly along the dividing line between Lot No. 31 and 62 on said plan, 3.5 feet to a point; thence in a northwesterly direction and at an angle bearing to the West 160 feet, more or less, to a point in the northerly line of the property conveyed to Nathan Wall and wife, said point being the point at which the line would converge with the said Wall's northerly line; thence in a southeasterly direction and along the northerly line of the property conveyed to Nathan Wall and wife, of record in Book 2139, page 509, to the point of beginning.

BEING the same property conveyed to Donald Eugene Wall by deed from Nathan Wall and wife, Patricia H. Wall, of record in Book 5237, page 811, said Register's Office.