THIS INSTRUMENT PREPARED BY DAVID H. KING, ATTORNEY AT LAW, 203 Third Avenue, South Franklin, Tennessee 37064

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 5310 PAGE 621	MAP-PARCEL NUMBERS:
Kent Hale Larsen et ux (NAME)	Gus Tomlinson (NAME)	117-8
2934 Primrose Circle (STREET ADDRESS OR ROUTE NUMBER)	5930 Timothy Drive (STREET ADDRESS)	Par 2 Js
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tn 37215 (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this date executed a certain Promissory Installment Note in the original principal amount of TWENTY-FOUR THOUSAND ($24,000.00) DOLLARS payable to the order of Gus Tomlinson and wife, Opal Aline Tomlinson, being due and payable as follows: The first payment is due on August 10, 1978, in the amount of TWO HUNDRED AND FIFTEEN DOLLARS AND NINETY-FOUR CENTS ($215.94), and every month thereafter until the final payment is made on July 10, 1998. All payments together with interest are at the rate of Nine Percent (9%) per annum on the unpaid principal balance. Grantees also agree to pay insurance and taxes on a monthly basis, along with said installment note payment in an amount which is equal to one-twelfth (1/12) of the cost of insurance and taxes for one year.

JUL 13 80	CONV	25,000.00			
JUL 13 80	MORT'G	24,000.00			
JUL 13 80	S'TAX		B*	65.00	
JUL 13 80	S'TAX		B*	22.00	
JUL 13 80	PR'FEE		B*	.50	
JUL 13 80	W'DEED		B*	4.00	* 91.50

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, Gus Tomlinson and wife, Opal Aline Tomlinson,

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

Kent Hale Larsen, and wife, Sandra Bailey Larsen,

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

Land in Davidson County, Tennessee, being Lot Number 8 of Block "B" on the Map of Belmont Terrace Annex Number 4, as of record in Book 974, page 97, Register's Office for said County. Said Lot Number 8 fronts 65 feet on the southwesterly side of Primrose Circle and runs back between parallel lines 95 feet on the southwesterly side and 101.5 feet on the southeasterly side. The said two parallel lines are connected in the rear by a line 65.3 feet bordering a right-of-way owned by the State of Tennessee. This State property was conveyed to the State of Tennessee by Deed from Gus Tomlinson and wife, Opal Aline Tomlinson, of record in Book 4863, page 150, Register's Office of Davidson County, Tennessee.
Being a part of the same real property conveyed to Gus Tomlinson and wife, Aline Tomlinson, recorded in Book 3165, page 565, Register's Office of Davidson County.
The above described property is conveyed subject to restrictive covenants of record in Book 1174, page 492, and Book 1191, page 223, said Register's Office. Also conveyed subject to 30 foot building set-back line from Primrose Circle as shown on plan of record in Book 974, page 97, Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property known as 2934 Primrose Circle (House Number) (Street) Nashville, Tennessee (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 David H. King 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 $ 24,000.00 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 taxes, 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 10th day of July 19 78

Gus Tomlinson — Kent Hale Larsen

Opal Aline Tomlinson — Sandra Bailey Larsen

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 25,000.00

Kent Hale Larsen
Affiant

Subscribed and sworn to before me, this the 10 day of July 19 78

My commission expires 1-18-82 (Affix Seal)

Elizabeth R. Hatcher
Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Gus Tomlinson, Opal A. Tomlinson; Kent H. Larsen, Sandra B. Larsen 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 Nashville this 10th day of July 1978

Commission Expires 1-18-82

Elizabeth R. Hatcher
Notary Public.

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 _____

This instrument was prepared by:

Name — Address

INSTALLMENT DEED

FROM

TO

E 7641

IDENTIF. REFERENCE

JUL 13 9 34 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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