"THIS INSTRUMENT PREPARED BY CHARLES B. REASOR, JR. ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER, NASHVILLE, TENNESSEE 37238"

BOOK 5315 PAGE 677

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hillwood Villa Associates	Same	Map 103-1
c/o Maurice (NAME) Karr 6213 Charlotte Avenue	(NAME):	Parcel 105
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37209	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND AND NO/100 ($3,000.00)---- *Dollars,*

of which NO AND NO/100 ($0.00)---- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of THREE THOUSAND AND NO/100 ($3,000.00) *Dollars,*

Hillwood Villa Associates, a Tennessee Limited Partnership, hereinafter referred to as "Grantee", has executed an Installment Deed Note to Marshall I. Karr, Trustee, with full power to sell, convey and mortgage, without joinder of any beneficiary, under a Land Trust Agreement as of record in Book 5175, Page 428, Register's Office for Davidson County, Tennessee, hereinafter referred to as "Grantor",

JUL 25 78 CONV *3,000.00
JUL 25 78 MORT'G *3,000.00
JUL 25 78 S'TAX B* 7.80
JUL 25 78 S'TAX B* 1.00
JUL 25 78 PR'FEE B* .50
JUL 25 78 WDEED B* 6.00 * 15.30

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,

Grantor *has this day bargained and sold, and has hereby transfer and convey unto the said* does Grantee, and its *(successors), and assigns, certain real estate in Davidson County, Tennessee,* described in Exhibit "A" which is attached hereto and incorporated herein by reference.

This conveyance is expressly subject to the following:

1. 1978 Metropolitan-Nashville and Davidson County real property taxes.

2. Conditions of the Owner's Certificate and a Note that "a 6' high fence and a 5' planting strip shall be maintained along Neighborly Drive to prevent vehicular ingress and egress" contained in the Plat of Record in Book 5210, Page 43, Register's Office for Davidson County, Tennessee.

MARSHALL I. KARR NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 3,000.00

Subscribed and sworn to before me, this the 14 day of July, 19 78

Affiant

My commission expires: 11-26-78 (Affix Seal)

Notary Public

This is unimproved (XX) 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 Grantee and its *(successors), and assigns forever.* Grantor *covenants that* he is *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 provided above. Grantor *further covenants and binds* himself and his successors in trust *to warrant and forever defend the title to said real estate to said* Grantee and its successors *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 Hillwood Villa Associates, a Tennessee Limited Partnership, *hereinafter referred to as trustors, hereby transfer and convey unto* Charles B. Reasor, 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:*

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 $ value, *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 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* S *this* 14th *day of* June, 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.*

HILLWOOD VILLA ASSOCIATES

By: Maurice Karr, General Partner

Marshall I. Karr, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dixie E. Pendergrass, *a Notary Public in and for said County and State,* Marshall I. Karr, Trustee

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

Witness my hand and official seal at Nashville, *Tennessee, this* 18th *day of* July, 19 78.

Dixie E. Pendergrass, *Notary Public*

Commission expires Oct. 28, 1981

DIXIE E. PENDERGRASS NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Marshall I. Karr, *a Notary Public of the State and County aforesaid, personally appeared* Maurice Karr, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* General Partner *of the* Hillwood Villa Associates, a Limited Partnership, *the within named bargainor, and that* he *as such* General Partner, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the* Limited Partnership *by himself as* General Partner.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 14th *day of* June, 19 78.

Marshall I. Karr, *Notary Public*

Commission expires 11-26-78

DAVIDSON COUNTY NOTARY PUBLIC

INSTALLMENT DEED

FROM MARSHALL I. KARR, TRUSTEE

TO HILLWOOD VILLA ASSOCIATES

CHARLES B. REASOR, JR., TRUSTEE

F 7 8 7 3 3 E 7 8 5 7 0 2

IDENTIFICATION REFERENCE

JUL 25 2 34 PM '78

FELIX Z. WILSON REGISTER DAVIDSON CO., TENN.

IDENTIFICATION REFERENCE

JUL 24 3 31 PM '78

FELIX Z. WILSON REGISTER DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

EXHIBIT "A"

LEGAL DESCRIPTION

BEING a certain tract or parcel of land in the 8th, formerly the 12th Civil District of Davidson County, Tennessee, being the Reserved Parcel on the Plan of the Resubdivision of a portion of Lots 4 and 5 on the Plan of Brent Spence Lands, a plat of which is of record in Book 5210, page 43, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey of John B. Rainey, Tennessee Surveyor No. 823, dated April 10, 1978, as follows:

BEGINNING at an iron pin in the westerly margin of Neighborly Drive, said iron pin being the southwesterly corner of this tract and also being in the northerly boundary of the Grinnell Tracts as evidenced in Book 4175, page 55, R.O.D.C., Tennessee, thence with the margin of said Neighborly Drive N 39° 13' 00" E 10.52' to an iron pin, said iron pin being the southeasterly corner of this tract and the southwesterly corner of Lot No. 1 on the Plan of the Resubdivision of a portion of Lots 4 and 5 on the Plan of Brent Spence Lands; thence leaving the margin of Neighborly Drive and with the southerly line of said Lot No. 1 N 32° 40' 35" W 19' 25" W 10.00' to an iron pin, said iron pin being the southeasterly corner of The Taco Bell Land as evidenced in Book 3842, page 266 R.O.D.C., Tennessee, and also being in the northerly line of the aforesaid Grinnell Tracts; thence with the northerly line of the said Grinnell Tracts S 32° 40' 35" E 304.97' to the point of beginning, containing 3,033 square feet more or less, according to said survey.

BEING a portion of the property conveyed to Marshall I. Karr, Trustee, with full power to sell, transfer, convey and mortgage without joinder of any beneficiary, by deed from Matt H. Dobson, IV, Register's Office for Davidson County, Tennessee.