INSTALLMENT DEED

For and in Consideration of the sum of EIGHTY SEVEN THOUSAND NINE HUNDRED----------($87,900.00)---------- Dollars,

of which TWENTY TWO THOUSAND FIVE HUNDRED----($22,500.00)---------- Dollars,

has been paid in cash by David A. Yarian and wife, Thelma Kidd Yarian

the receipt of which is hereby acknowledged, and for the remainder

SIXTY FIVE THOUSAND FOUR HUNDRED---($65,400.00)---------- Dollars,

the said David A. Yarian and wife Thelma Kidd Yarian have

this day executed their joint promissory note payable to S. Kennedy Green and wife Willene Allison Green in the principal sum of $65,400.00 payable in 300 equal monthly installments of $560.08, the first to be due October 1, 1978 and a similar payment of $560.08 on the first day of each successive month thereafter for the next 299 months. Said payments will include principal and interest at the rate of 9¼ percent per annum; a 5% late charge of $28.00 will be added to any payment after the 15th of any given month. Should said note be assumed by any subsequent purchaser of the subject property, grantors reserve the right to qualify any prospective buyer and may accept or reject any prospective purchaser. In the event a subsequent purchaser assumes said note, grantors reserve the right to renegotiate the interest rate, and there will be a 30 day grace period before the balance can be declared payable in full,

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, S. Kennedy Green and wife Willene Allison Green

have this day bargained and sold, and do hereby transfer and convey unto the said

David A. Yarian and wife Thelma Kidd Yarian, their heirs and assigns,

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

Being Lot No. 20 and part of Lot No. 19 on the Map of Glendale Park Section No. 2 of record in Book 1130, page 61 in the Register's Office for said County.

Said Lot No. 20 fronts 170.3 feet on the northwesterly side of Gray Oaks Drive, as measured around a curve, and runs back 217.2 feet on the northerly line and 197.3 feet on the southerly line to a dead line on which it measures 50 feet.

Said part of Lot No. 19 is described as follows: Beginning at a point in the northwesterly margin of Coral Road at the common corner of Lots 19 and 20; thence in a northwesterly direction along the line between said lots 197.3 feet to a point in the easterly margin of Lot 17; thence in a slight southwesterly direction 188.4 feet to a point in the northerly margin of Coral Road; thence easterly along the margin of said Road 20 feet; thence with the margin of said Road around a slight curve 74.3 feet to the point of beginning.

Being part of the same property conveyed to S. Kennedy Green and wife Willene Allison Green by three deeds one from Wallace Darden Trustee of record in Book 1513, page 271, one from Wallace Darden Trustee of record in Book 1911, page 269 and one from Gladys D. Brooks and Jane Ann Epperson of record in Book 1912, page 131, all in the Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 4309 Gray Oaks Drive (House Number) (Street) Nashville, Tennessee 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 David A. Yarian and wife Thelma Kidd Yarian, 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. except current property taxes.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said David A. Yarian and wife Thelma Kidd Yarian, 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 David A. Yarian and wife Thelma Kidd Yarian

do hereby transfer and convey unto Carole Chitwood, 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 David A. Yarian and wife, Thelma Kidd Yarian

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 $80,000.00 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 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 David A. Yarian and wife Thelma Kidd Yarian 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 David A. Yarian and wife Thelma Kidd Yarian, their 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 Carole Chitwood, 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 S. Kennedy Green and wife Willene Allison Green and David A. Yarian and wife Thelma Kidd Yarian hereunto set our hands at Nashville, Tennessee, this the 7th day of August 19 78

S. Kennedy Green

Willene A. Green

David A. Yarian

Thelma Kidd Yarian

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named S. Kennedy Green and wife Willene Allison Green and David A. Yarian and wife Thelma Kidd Yarian

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 7th day of August, 19 78

_____ Notary Public.

Commission Expires Nov. 7, 1979

STATE OF _____

AUG-8	CON	County.	87,900.00		
AUG-8	MORT'G		65,400.00		
AUG-8	S'TAX			B*	228.54
AUG-8	S'TAX			B*	63.40
AUG-8	PR'FEE			B*	.50
AUG-8	W'DEED			B*	8.00 * 300.44

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 }

BOOK 5322 PAGE 332

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)

INSTALLMENT DEED

FROM
S. KENNEDY GREEN ET UX

TO
DAVID A. YARIAN ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

Mail to:
Mr. David Yarian
4309 Gray Oaks Dr.
Nashville, Tenn.

E 81594

IDENTIF. REFERENCE

AUG 8 2 03 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. David A. Yarian (NAME)	Same as New Owner (NAME)	Map 132-5
4309 Gray Oaks Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 82
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Carole Chitwood Atty.
934 Stahlman Bldg.
Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 87,900.00 S. Kennedy Green
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF August, 1978.

Notary Public

MY COMMISSION EXPIRES: 10-7-82

(AFFIX SEAL)