THIS INSTRUMENT PREPARED BY
POZIER AND DARROW ATTORNEYS AT LAW
14th FLOOR THIRD NATIONAL BANK BLDG.
NASHVILLE, TENNESSEE 37219

Installment Deed

BOOK 5325 PAGE 191

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Philip Disser	Same	83-1
(NAME:) 1200 Gallatin Road	(NAME:)	P/o Par 37 Sv
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FORTY SIX THOUSAND SEVEN HUNDRED FORTY SIX AND NO/100----------($46,746.00)----------*Dollars,*
of which TEN THOUSAND TWO HUNDRED FORTY SIX AND NO/100----------($10,246.00)----------*Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder THIRTY SIX THOUSAND FIVE HUNDRED AND NO/100----------($36,500.00)----------*Dollars,*
----------Philip Disser and wife, Rosemary C. Disser ..... *have* ve *executed*

one note of even date herewith in the principal sum of $36,500.00 payable to the order of J. D. Applegate in 96 monthly installments of $530.03 each which includes both principal and interest at the rate of 8-3/4% per annum, the first installment falling due on the15th day of September, 1978, and the others monthly thereafter until the principal and interest have been paid in full, and privilege of prepayment is reserved.

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, we, J. D Applegate and wife, Virginia C. Applegate
have this day bargained and sold, and do hereby transfer and convey unto the said Philip Disser, his
XXXXX, *heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being parts of Lots Nos. 1 and 2 on the map of G. W. Gifford's subdivision, as of record in Book 161, pages 134 and 172, Register's Office for said County, described according to a survey made by Southern Land and Associates dated June 13, 1978 as follows;

Beginning at a point on the westerly margin of Gallatin Pike or Avenue at the southeast corner of the property conveyed to Philip Disser and wife, by deed from Albert E. Cason and wife, of record in Book 5067, page 654, said Register's Office; thence with the westerly margin of said pike, south 15° 40' west 77.91 feet to a railroad spike; north 81° 26' west 209.37 feet to an iron pin in the line between lots nos. 2 and 3 on said plan; thence with said line north 6° 39' east 54.38 feet to the southwest corner of said Disser property; thence with the southern boundary line of said Disser property eastwardly 214 feet more or less to the beginning.
BEING part of the property conveyed to J. D. Applegate by deed from Joe Corley and wife, of record in Book 4091, page 645, said Register's Office.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 46,746.00
Subscribed and sworn to before me this the 13th day of Virginia C. Corley
Affiant
My commission expires: My Commission Expires Feb. 19, 1979 (Affix Seal) Raymond H Darrow
Notary Public

This is unimproved ( ) improved ( ) 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 Philip Disser, his
XXXXXX
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 1978 taxes to be paid by Grantor.
We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Philip Disser, his
(XXXX), *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 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 Philip Disser and wife, Rosemary C. Disser
hereinafter referred to as trustors, hereby transfer and convey unto Raymond H. Darrow, *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 $ ....., 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 hands this 26th day of July, 1978, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

J. D. Applegate — Philip Disser

Virginia C. Applegate — Rosemary Disser

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Raymond H. Doran, a Notary Public, in and for said County and State, J. D. Applegate and wife, Virginia C. Applegate and Philip Disser and wife, Rosemary C. Disser

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

RAYMOND H. DORAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Witness my hand and official seal at Nashville, Tennessee, this 26th day of July, 1978

My Commission Expires Feb. 19, 1979 — Raymond H. Doran, Notary Public

Commission expires

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 purposes 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

AUG 15 78 MORT'G 38,500.00
AUG 15 78 S'TAX B* 121.42
AUG 15 78 S'TAX B* 34.50
AUG 15 78 PR'FEE B* .50
AUG 15 78 W'DEED B* 4.00 * 160.42

INSTALLMENT DEED

FROM J. D. Applegate et ux

TO Philip Disser et ux

82888

IDENTIF. REFERENCE

AUG 15 2 26 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208