THIS INSTRUMENT PREPARED BY LUTHER E. CANTRELL, JR., ATTORNEY AT LAW, 1128 J. C. BRADFORD BUILDING, NASHVILLE, TENNESSEE 37219.

INSTALLMENT DEED BOOK 5328 PAGE 528

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mary Ann Johnson Webb 5300 Elkins Avenue Nashville, Tennessee	Mary Ann Johnson Webb 5300 Elkins Avenue Nashville, Tennessee	9115 - 47

FOR AND IN CONSIDERATION of the sum of Twenty-Two Thousand Five Hundred and no/100 Dollars, of which Thirteen Thousand Seven Hundred Fifty Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Fourteen Thousand Five Hundred Forty-Nine and 72/100 Dollars, MARY ANN JOHNSON WEBB has executed an Installment Deed note payable at the rate of One Hundred Fifty-One and 56/100 Dollars per month, said note including interest at the rate of 13.75% per annum, and payable in Ninty-Six (96) months, beginning September 1, 1978, and said note 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, MARY ANN JOHNSON WEBB, AUDREY JUNE JOHNSON OWEN, JAMES LARRY JOHNSON, DONALD RICHARD JOHNSON, DONNA ELIZABETH JOHNSON LEONARD, and CONNIE LYNN JOHNSON CLINTON, being the only heirs and children of MARY E. JOHNSON, now deceased, have this day bargained and sold, and do hereby transfer and convey unto the said MARY ANN JOHNSON WEBB, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Being the easterly 50 feet of the southerly 150 feet of Block No. 6 on Realty Savings Bank & Trust Company's Revised Plan of West Extension of Charlotte Park Company's First Addition, as of record in Book 421, page 18, Register's Office for said County, described as follows:
>
> BEGINNING at an iron pin at the northwest corner of Elkins Avenue and 53rd Avenue North; thence with the northerly margin of Elkins Avenue, south 83° 15' west 50 feet; thence northwardly 150 feet; thence north 83° 15' east 50 feet to an iron pin on the westerly margin of 53rd Avenue North; thence with said Avenue, south 8° east 150 feet to the beginning.

State of Tennessee
County of Davidson
The Actual Consideration or Value, whichever is greater, for this transfer is $22,500.00

Affiant

Subscribed and sworn to before me, this the 22nd day of Aug

Commission expires 1-18-82 Notary

Being the same property conveyed to Mary E. Johnson by deed from Joe Sadler and Ernest L. Johnson, a partnership of record in Book 4496, Page 77, of Register's office for Davidson County, Tennessee.

This is improved property known as 5300 Elkins Avenue, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said MARY ANN JOHNSON WEBB, her heirs and assigns forever, and we covenant that we are the only heirs at law of the said MARY E. JOHNSON and are lawfully seized and possessed of the said real estate in fee simple, have a good right to convey it, and the same is unencumbered.

We further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to the said MARY E. JOHNSON, her 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, MARY ANN JOHNSON WEBB, hereinafter referred to as trustors, hereby transfer and convey unto Stanley M. Chernau, 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 minimum sum of $10,000.00, 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 16 day of August, 1978.

Jimmy E Leonard

Donald R Johnson
Mary Ann Johnson Webb
Donna E Johnson Leonard
Lindsey Johnson Owen
Vera L Johnson Clinton
Doris Kay Johnson
Velma Ruth Johnson
X Roy A Owen

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Tommy Suggs, a Notary Public in and for said County and State, the within named MARY ANN JOHNSON WEBB, one of the within named bargainors with whom I am personally acquainted, and who acknowledged that she was one of the six children of the deceased Mary E. Johnson and that the said Mary E. Johnson has no other heirs aside from those listed within this instrument, and she further acknowledged that she executed the within instrument for the purposes therein contained.

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

Tommy Suggs

Commission Expires 1-18-82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me Lonny Suggs, a Notary Public in and for said County and State, the within named RUTH JOHNSON, one of the within named bargainors with whom I am personally acquainted, and who acknowledged that she joins in this petition for the conveyance of whatever, if any interest which she might have in same.

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

Lonny Suggs

Commission Expires 1-18-82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me Lonny Suggs, a Notary Public in and for said County and State, the within named JIMMY LEONARD, one of the within named bargainors with whom I am personally acquainted, and who acknowledged that he joins in this petition for the conveyance of whatever, if any interste which he might have in same.

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

Lonny Suggs

Commission Expires 1-18-82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me Lonny Sugg, a Notary Public in and for said County and State, the within named ROY A. OWEN, one of the within named bargainors with whom I am personally acquainted, and who acknowledged that he joins in this petition ofr the convey ance of whatever, if any interest which he might have in same.

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

Lonny Sugg

Commission Expires 1-18-82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Lonny Suggs, a Notary Public in and for said County and State, the within named AUDREY JUNE JOHNSON OWEN, one of the within named bargainors with whom I am personally acquainted, and who acknowledged that she was one of the six children of the deceased Mary E. Johnson and that the said Mary E. Johnson has no other heirs aside from those listed within this instrument, and she further acknowledged that she executed the within instrument for the purposes therein contained.

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

Lonny Suggs

Commission Expires 1-18-82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Lonny Suggs, a Notary Public in and for said County and State, the within named JAMES LARRY JOHNSON, one of the within named bargainors with whom I am personally acquainted, and who acknowledged that he was one of the six children of the deceased Mary E. Johnson and that the said Mary E. Johnson has no other heirs aside from those listed within this instrument, and he further acknowledged that he executed the within instrument for the purposes therein contained.

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

Lonny Suggs

Commission Expires 1-18-82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Lonney Suggs, a Notary Public in and for said County and State, the within named DONALD RICHARD JOHNSON, one of the within named bargainors with whom I am personally acquainted, and who acknowledged that he was one of the six children of the deceased Mary E. Johnson and that the said Mary E. Johnson has no other heirs aside from thoses listed within this instrument, and he further acknowledged that he executed the within instrument for the purposes therein contained.

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

Lonney Suggs

Commission Expires 1-18-82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Lonney Suggs, a Notary Public in and for said County and State, the within named DONNA ELIZABETH JOHNSON LEONARD, one of the within named bargainors with whom I am personally acquainted, and who acknowledged that she was one of the six children of the deceased Mary E. Johnson and that the said Mary E. Johnson has no other heirs aside from those listed within this instrument, and she further acknowledged that she executed the within instrument for the purposes therein contained.

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

Lonney Suggs

Commission Expires 1-18-82

BOOK 5328 PAGE 537

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Conney Suggs, a Notary Public in and for said County and State, the within named CONNIE LYNN JOHNSON CLINTON, one of the within named bargainors with whom I am personally acquainted, and who acknowledged that she was one of the six children of the deceased Mary E. Johnson and that the said Mary E. Johnson has no other heirs aside from those listed within this instrument, and she further acknowledged that she executed the within instrument for the purposes therein contained.

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

Conney Suggs

Commission Expires 1-18-82

E84442

IDENTIF. REFERENCE T

AUG 23 8 27 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

AUG 23 78	CONV	22,500.00			
AUG 23 78	MORT'G	14,500.00			
AUG 23 78	S'TAX		B*	58.50	
AUG 23 78	S'TAX		B*	12.50	
AUG 23 78	PR'FEE		B*	.50	
AUG 23 78	W'DEED		B*	20.00	* 91.50