This instrument prepared by:
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707

Installment Deed

BOOK 5334 PAGE 27

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kenneth S. Thompson and Barbara H. Thomspon	Same	59-148 (Tract I)
(NAME)	(NAME)	59-152 (Tract II
516 Nocturne Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37207		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Thousand Five Hundred and 00/100 ($20,500.00)---------- *Dollars,*

of which Five Thousand One Hundred Twenty-Five and 00/100 ($5,125.00)---- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand Three Hundred Seventy-Five and 00/100 ($15,375.00)---------- *Dollars,*

the said Grantees have executed an Installment Deed Note of even date. Said Note provides for the payment of Fifteen Thousand Three Hundred Seventy-Five and 00/100 ($15,375.00) Dollars in one hundred ~~xxxxxxxxx~~ *executed* twenty (120) monthly installments as follows, namely: on the 1st day of September, 1978, the sum of Two Hundred Forty-Three and 44/100 ($243.44) Dollars, and thereafter a like amount on the 1st day of each succeeding month thereafter and the remaining balance of said principal sum on the 1st day of August, 1988. Said payments to be applied first to payment of interest at the rate of nine (9%) percent per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid in full,

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, Marie B. Gardner

has ~~xxx~~ does *have this day bargained and sold, and do hereby transfer and convey unto the said* Kenneth S. Thompson and wife, Barbara H. Thompson, their

~~successors~~ *heirs and assigns,*

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

Tract I:

Land in the 13th Civil District of Davidson County, Tennessee, described according to a survey made by Steve Draper, June 15, 1964, as follows:

Beginning at a point on the southerly margin of a 50-foot proposed road at the northeast corner of the property conveyed to Marie B. Gardner by deed from R. B. Beal and wife, of record in Book 2690, Page 368, and as corrected in Book 3789, Page 555, Register's Office for said County; thence with the southerly margin of said proposed road South 71° 10' East 192.5 feet to the beginning of a curve; thence around said curve in a southeasterly direction 207.9 feet and continuing with the southerly margin of a said proposed road, North 70° 28' East 402.6 feet to the beginning of a curve having a radius of 24.6 feet; thence around said curve in a southeasterly direction 39.1 feet to a point on the westerly margin of a proposed road; thence with same, South 18° 39' East 325 feet; thence South 71° 46' West 1206.1 feet; thence North 21° East 77 feet; thence North 21° 15' East 596 feet to the beginning, containing 9.18 acres, more or less.

LOUISE S. CLEMMONS NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,500.00

Subscribed and sworn to before me, this the 31 day of August, 1978

Marie B. Gardner
Affiant

My commission expires Feb 4-1979 (Affix Seal)

Louise S. Clemmons
Notary Public

Included but excluded from the above description is a tract of land conveyed to Earl Hawkins and William C. Greer, Jr., by deed from Marie B. Gardner and husband, Raleigh B. Gardner, of record in Book 4621, Page 939, Register's Office for said County. BOOK 5334 PAGE 28

Being the same property conveyed to Marie B. Gardner by Warranty Deed from Bobby Pugh and Billy Ray Bowers of record in Book 5160, Page 592, Register's Office for Davidson County, Tennessee.

Tract II:

Land in the 13th, formerly 23rd, Civil District of Davidson County, Tennessee, being shown as a 50-foot street on a survey made by Steve Draper, June 13, 1964, and described as follows:

BEGINNING on the easterly margin of the Clarksville Pike at the southwest corner of Tract No. 1 conveyed to R. B. Beal and wife, by Deed from Henry W. Bowers, Jr., et al, of record in Book 3799, Page 860, Register's Office for said County; thence with the northerly margin of said street, South 71° 10' East 691.5 feet to the beginning of a curve and continuing with same in a northeasterly direction 174.4 feet; thence North 70° 28' East 403.4 feet to the beginning of a curve having a radius of 25.4 feet; thence around said curve in a northeasterly direction 39.2 feet; thence South 18° 39' East 100 feet to the beginning of a curve; thence around said curve in a northwesterly direction to the southerly margin of said street; thence with said street, South 70° 28' West 402.6 feet to the beginning of a curve and continuing with same in a southwesterly direction 207.9 feet; thence North 71° 10' West 692.5 feet to the easterly margin of Clarksville Pike; thence with said Pike, northwardly 50 feet to the beginning

BEING the same property conveyed to Raleigh G. Gardner and wife, Marie B. Gardner by Deed from R. B. Beal and wife, Elizabeth Corder Beal, of record in Book 4220, Page 777, Register's Office for Davidson County, Tennessee, the said Raleigh G. Gardner having since died on March 13, 1973.

unimproved ( )
This is 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 Kenneth S. Thompson and wife, Barbara H. Thompson, their *(successors),* *heirs and assigns forever.* I *covenant that* I am *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 for 1978 taxes which are a lien but not yet due and payable.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Kenneth S. Thompson and wife, Barbara H. Thompson, their *(successors), 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 Kenneth S. Thompson and wife, Barbara H. Thompson, *hereinafter referred to as trustors, hereby transfer and convey unto* H. Michael Bennett, *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 $20,500.00, *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 31 *day of* August *19* 78

Marie B. Gardner
Marie B. Gardner

Kenneth S. Thompson
Kenneth S. Thompson

Barbara H. Thompson
Barbara H. Thompson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Louise S. Clemmons *, a Notary Public in and for said County and State,* Marie B. Gardner

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

Witness my hand and official seal at Nashville *Tennessee, this* 31 *day of* August *, 19* 78.

Louise S. Clemmons *Notary Public*

Commission expires Feb 4 - 1979

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

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Personally appeared before me, Louise S Clemmons, *a Notary Public in and for said County and State,* Kenneth S. Thompson and Barbara H. Thompson,

the within named bargainor S., 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 31 *day of* August, *19* 78

Louise S. Clemmons *Notary Public*

Commission expires Jul 4-1979

LOUISE S. CLEMMONS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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 .....

SEP-5 78	CONV	20,500.00		
SEP-5 78	MORT'G	15,375.00		
SEP-5 78	ST'TAX		B*	53.30
SEP-5 78	ST'TAX		B*	13.40
SEP-5 78	PR'FEE		B*	.50
SEP-5 78	DEED		B*	8.00 * 75.20

E 8 6 9 2

IDENTIF. REFERENCE

SEP 5 3 32 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM MARIE B. GARDNER

TO KENNETH S. THOMPSON AND WIFE BARBARA H. THOMPSON

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238