THIS INSTRUMENT WAS PREPARED BY

GULLETT, STEELE, SANFORD & ROBINSON

230 Fourth Ave., N., Nashville, TN 37219

RETURN TO HOME FEDERAL

Installment Deed

BOOK 5336 PAGE 264

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kenneth T. Duncan	Same	161 - 136.24
(NAME:) 4015 Travis Dr.	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nash. 37211 TN.	(STREET ADDRESS)	6D4 21135
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY NINE THOUSAND AND NO/100 ---------- ($69,000.00) ---------- *Dollars,*

of which FORTY NINE THOUSAND AND NO/100 ---------- ($49,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY THOUSAND AND NO/100 ---------- ($20,000.00) ---------- *Dollars,*

KENNETH T. DUNCAN, UNMARRIED *has executed*

this day an installment deed note payable to the order of Home Federal Savings & Loan Association of Nashville, the principal sum of Twenty Thousand and no/100 ($20,000.00) Dollars, with interest at the rate of Nine and one-half percent (9-1/2%), the said principal and interest due and payable twelve (12) months from the date hereof.

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,

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

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

KENNETH T. DUNCAN, his *(successors), heirs and assigns,*

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

TRACT I:

The following is a description of a parcel of land in Davidson County, Tennessee, located generally on the west side of Nolensville Road North of Old Hickory Boulevard, according to a survey by Hart-Freeland-Roberts, Inc., dated March 3, 1972:

Beginning at a point in the northeast corner of said parcel, said point being 1,420.0 feet from a concrete monument in the westerly margin of Nolensville Road and said point being on a common line between said parcel and Kingswood Park Subdivision as of record in Book 2900, page 70, said Register's Office; thence North 83 deg. 59 min. West a distance of 586.33 feet to a point; thence South 36 deg.22 min. West a distance of 25.66 feet to a point; thence South 7 deg.06 min. West a distance of 931.35 feet to a point; thence North 80 deg.51 min. East a distance of 910.0 feet to a point; said point being a common corner with the southwest corner of Phase I; thence, North 44 deg.09 min. West a distance of 220.0 feet to a point; thence North 51 deg.51 min. East a distance of 185.0 feet to a point; thence North 27 deg.09 min. West a distance of 253.0 feet to a point; thence North 18 deg.24 min. West a distance of 194.0 feet to a point; thence North 0 deg.32 min. West a distance of 57.29 feet to the point of beginning and containing 14.32 acres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 78,000.00

Subscribed and sworn to before me, this the 11 day of August 19 78

My commission expires: 4-13-82

(Affix Seal)

Affiant

Notary Public

TRACT II:
AN EASEMENT DESCRIBED AS FOLLOWS:
Beginning at a point in the westerly margin of Nolensville Road, said point being 698.97 feet from the centerline of Brewer Drive; thence North 83 deg.59 min. West a distance of 150.66 feet to a point, said point being the beginning of a curve to the left, thence along said curve to the left radius 279.56 a distance of 537.20 feet to a point, said point being the end of said curve; thence South 14 deg.05 min. East a distance of 123.63 feet to a point; thence North 88 deg.37 min. West a distance of 671.10 feet to a point; thence South 80 deg.51 min. West a distance of 287.37 feet to a point; thence North 9 deg.09 min. West a distance of 50.0 feet to a point, said point being in the southerly property line of the Timbers Phase II development; thence North 80 deg.51 min. East a distance of 292.0 feet to a point; thence South 88 deg.37 min. East a distance of 615.0 feet to a point; thence North 14 deg.05 min. West a distance of 57.85 feet to a point, said point being the beginning of a curve to the right; thence along said curve to the right radius 279.56 feet a distance of 304.05 feet to a point; said point being the end of said curve; thence along a curve to the left radius 25 feet a distance of 57.68 feet to a point, said point being the end of said curve; thence North 83 deg.59 min. West a distance of 156.08 feet to a point; thence North 14 deg.05 min. West a distance of 26.62 feet to a point; thence South 83 deg. 59 min. East a distance of 532.43 feet to a point, said point being in the westerly margin of Old Hickory Boulevard; thence South 14 deg. 05 min. East a distance of 14.67 feet to a point; thence South 13 deg.46 min. East a distance of 11.93 feet to the point of beginning.

Being the same property conveyed to Home Federal Savings & Loan Association of Nashville by Trustee's Deed from Charles Nelson, Jr., Trustee of record in Book 4929, page 311, said Register's Office.

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 T. DUNCAN, his *(successors), heirs and assigns forever.* The undersigned covenants that it 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.*

It *further covenant and bind* itself, its successors *and representatives, to warrant and forever defend the title to said real estate to said* KENNETH T. DUNCAN, his *(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 T. DUNCAN *hereinafter referred to as trustors, hereby transfer and convey unto* Charles Nelson, 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 $ ins.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 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 11th *day of* August, *19*78.

Kenneth T. Duncan

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

By: Glenn L. Lawrence, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named 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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Joe A. Sneed, *a Notary Public in and for said County and State,* KENNETH T. DUNCAN, unmarried, *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* 11th *day of* August, 1978.

Joe A. Sneed
Notary Public

Commission expires 10/1/79

JOE A. SNEED NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Harold W. Fitzpatrick, *a Notary Public of the State and County aforesaid, personally appeared* Glenn L. Lawrence, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE, *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 11th *day of* August, *19*78.

Harold W. Fitzpatrick
Notary Public

Commission expires 4-15-82

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

SEP 11 78	CONV	78,000.00			
SEP 11 78	MORT'G	20,000.00			
SEP 11 78	S'TAX		B*	202.80	
SEP 11 78	S'TAX		B*	18.00	
SEP 11 78	PR'FEE		B*	.50	
SEP 11 78	W'DEED		B*	8.00	* 229.30

INSTALLMENT DEED

FROM

KENNETH T. DUNCAN, UNMARRIED

TO

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

CHARLES NELSON, JR., TRUSTEE

E 87927

IDENTIF. REFERENCE

Sep 11 3 21 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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