INSTALLMENT DEED

For and in Consideration of the sum of $15,000.00

Fifteen Thousand and - - - - - - - - - -00/100 ($15,000.00) Dollars,

of which Two Thousand Five Hundred and - - 00/100 ($2,500.00) Dollars,

has been paid in cash by Bobby Hoyte West

the receipt of which is hereby acknowledged, and for the remainder of $12,500.00

Twelve Thousand Five Hundred and 00/100 ($12,500.00) Dollars,

the said Bobby Hoyte West has

Executed an Installment Deed Note of even date herewith in the principal sum of Twelve Thousand Five Hundred and 00/100 ($12,500.00) Dollars payable to James D. Simmons and wife Edna R. Simmons in 180 monthly installments as follows: On the 26th day of October 19 78 the sum of One Hundred Thirty Two and 43/100 ($132.43) Dollars and thereafter on the 26th day of each succeeding month a like amount of One Hundred Thirty Two and 43/100 ($132.43) until the amount of both principal and interest are paid in full. The above monthly installments include interest at the rate of 9-3/4% interest per annum. Said note contains a provision that the principal balance may be paid off at any time without penalty and that said note may be assumed provided and subject to the holder of said note approving the person or persons assuming the note.

all of said notes bearing 9-3/4% 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, We, James D. Simmons and wife, Edna R. Simmons

have this day bargained and sold, and do hereby transfer and convey unto the said Bobby Hoyte West, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 4 of an unrecorded Subdivision of the old Hayesboro Park Lot, as shown on the Plan of Montague Park Subdivision, as recorded in Book 421, page 141, of the Register's Office for Davidson County, Tennessee.

Said Lot No. 4 begins in the Southerly margin of Beach Avenue 200 feet westwardly from the intersection of Beach Avenue and Fern Drive, at the Southwestern corner thereof, and runs westwardly with the southerly margin of Beach Avenue 100 feet; then Southerly at right angles to said Beach Avenue 158.2 feet to a two foot strip in the rear; then Easterly 100 feet to a point in the Northerly margin of said two foot strip, being the Southwesterly corner of Lot No. 3 conveyed to Paul Stumb, Jr. and C. P. Clark; thence Northerly with the Westerly margin of said Lot No. 3, said Stumb and Clark's line 160.8 feet to the beginning.

Being the same property conveyed to James D. Simmons and wife, Edna R. Simmons by deed from Violet Sparks, of record in Book 4347, Page 506, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 436 Beach Ave. Madison, Tennessee 37115
(House Number) (Street) 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 Bobby Hoyte West, his

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.

we further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said Bobby Hoyte West

his 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 me in hand paid, I, the said Bobby Hoyte West

do hereby transfer and convey unto James D. Simmons, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Bobby Hoyte West

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 $15,000 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.

I 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 I 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 I, the said Bobby Hoyte West 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 I 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; If I 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. I 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. I 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 Bobby Hoyte West 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 James D. Simmons, Jr., 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 James D. Simmons and wife, Edna R. Simmons and Bobby Hoyte West hereunto set our hands at Nashville, Tennessee, this the 26th day of Sept 1978

James D. Simmons

Edna R. Simmons

Bobby Hoyte West

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named James D. Simmons and wife, Edna R. Simmons and Bobby Hoyte West

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 26th day of September, 1978

Paul G. Blankenship, Notary Public

Commission Expires August 6, 1980

BLANKENSHIP NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF _____
_____ County.

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 5342 PAGE 666

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)

SEP 26 78	CONV	15,000.00				
SEP 26 78	MORT'G	12,500.00				
SEP 26 78	S'TAX		B*	39.00		
SEP 26 78	S'TAX		B*	10.50		
SEP 26 78	PR'FEE		B*	.50		
SEP 26 78	W'DEED		B*	8.00	*	58.00

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 90828

IDENTIF. REFERENCE

SEP 26 2 27 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bobby Hoyte West (NAME)	Bobby Hoyte West (NAME)	Map 51-12
436 Beach Avenue (STREET ADDRESS OR ROUTE NUMBER)	436 Beach Avenue (STREET ADDRESS)	Parcel 112
Madison, Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	Madison, Tennessee 37115 (CITY) (STATE) (ZIP)	11D 68460

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney-at-Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 15,000 Bobby Hoyte West
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF September, 19 78

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: August 6, 1980

(AFFIX SEAL)