Prepared by [illegible]
2115 One Commerce Place
Nashville, TN 37239

INSTALLMENT DEED

BOOK 5344 PAGE 457 34-13-169

For and in Consideration of the sum of Forty-Two Thousand Five Hundred and no/100----------($42,500.00)---------- Dollars,

Charles C. Harris and wife, Barbara B. Harris, have executed a promissory note of even date herewith (Note 1) in the amount of $37,500.00, payable to the order of Leonard R. Duncan and wife, Marguerite P. Duncan, in 120 consecutive monthly installments of $312.50 each, with the first installment being due on the first day of November, 1978, and thereafter a like installment on the first day of each succeeding month until paid in full. For the remainder of $5,000.00, the said Charles C. Harris and wife, Barbara D. Harris, have executed a second promissory note of even date herewith (Note 2), in the principal amount of $5,000.00, payable to the order of Leonard R. Duncan and wife, Marguerite P. Duncan, three years from date, with interest at the rate of ten percent per annum. Payment of this second promissory note in the amount of $5,000.00 is secured by a deed of trust lien, which deed of trust is and shall remain separate, distinct, subsequent and subordinate to the vendor's lien created herein. To secure payment of the first promissory note in the amount of $37,500.00, a first and superior lien is expressly retained

on the land herein conveyed, Leonard R. Duncan and wife, Marguerite P. Duncan, hereinafter referred to as grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said Charles C. Harris and wife, Barbara B. Harris, hereinafter referred to as grantees, their heirs and assigns, all of their right, title and interest, same being a one-half (½) undivided interest in and to certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 1 of Block "D" on the plan of Eastlawn, as of record in Book 547, pages 153 and 154, Register's Office for said County.

Said part of said Lot No. 1 fronts 100 feet on the easterly side of Gallatin Road, as widened, and extends back between lines, 106 feet, more or less, on the northerly side, to a line in the rear, measuring 104.66 feet thereon.

Being part of the property conveyed to Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris, by deed from Noble Bates and wife, Laura Bates, of record in Book 4797, page 321, said Register's Office.

OCT-27	CONV	42,500.00			
OCT-27	MORT'G	37,500.00			
OCT-27	S'TAX		B*	110.50	
OCT-27	S'TAX		B*	35.50	
OCT-27	PR'FEE		B*	.50	
OCT-27	W'DEED		B*	12.00	* 158.50

This is unimproved ( ) improved ( ) property, known as 1200-1202 Gallatin Road, 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 grantees, their 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 ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, their 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 in hand paid, we, the said grantees

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

We, the said grantees 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 $ reasonable value 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.

We 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 we 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 we, the said grantees 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 we 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; or if we 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. We 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. We 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 grantees, their 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 D. W. McMackin, 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 grantors and grantees hereunto set our hands at Nashville, Tennessee, this the 28th day of September 1978

Leonard R. Duncan

Leonard R. Duncan

Marguerite P. Duncan

Marguerite P. Duncan

Charles C. Harris

Charles C. Harris

Barbara B. Harris

Barbara B. Harris

STATE OF TENNESSEE
Davidson County

Personally appeared before me, D. W. McMackin, a Notary Public in and for said County and State, the within named Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris,

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 28th day of September, 1978

D. W. McMackin, Notary Public.

Commission Expires 8/18/82

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 }

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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)

ASSIGNMENT

For value received, the undersigned do hereby transfer, convey and assign all right, title and interest to the lien described herein to Associates Financial Services Company of Tennessee, Inc.

This the 28th day of September, 1978.

Leonard R. Duncan
Leonard R. Duncan

Marguerite P. Duncan
Marguerite P. Duncan

INSTALLMENT DEED

FROM
Leonard R. Duncan and wife,
Marguerite P. Duncan
TO
Charles C. Harris and wife,
Barbara B. Harris

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 9 1 6 0 9

IDENTIF. REFERENCE

OCT 2 9 20 AM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles C. Harris, et ux (NAME)	Same (NAME)	
1200 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, Tennessee 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 42,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF September, 1978.

Notary Public

MY COMMISSION EXPIRES: 8/18/82

(AFFIX SEAL)