INSTALLMENT DEED

For and in Consideration of the sum of Four Thousand Dollars Dollars,

of which Three Thousand Dollars Dollars,

has been paid in cash by Magaline Gordon, a single person,

the receipt of which is hereby acknowledged, and for the remainder One Thousand Dollars,

the said Magaline Gordon has

executed an installment deed note of even date herewith payable to WC Moncrief & Company, Inc., to be paid in a total of two (2) installments, the second installment to be made on the 13th day of September, 1979 and to bear interest at the rate of eight (8%) percent per annum, totaling One Thousand Eighty Dollars ($1,080.00) due on September 13, 1979,

all of said notes bearing ~~six~~ eight 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, WC Moncrief & Co., Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said Magaline Gordon, a single person, her heirs and assigns,

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

A tract of land lying and being in the 10th Civil District of Davidson County, Tennessee, and situated on Graves Avenue in the City of Goodlettsville.

Beginning in the center of said Avenue at the northeast corner of a lot sold to Hillard Fite, running thence north with said Avenue 3 1/4 poles to James Crossways, now Cantrell's southeast corner; thence west with the Crossways' south line, north 84 1/2 deg. west 13.28 poles to a stone; thence south 3 1/4 poles to Fite's north west corner; thence east with Fite's north line; south 84 1/2 deg. east 13.28 poles to the beginning, containing 1/4 acres more or less.

Being the same property conveyed to W.C. Moncrief, Jr. by deed from Ernest Taylor and Grace Taylor, of record in Book 4389, page 960, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to WC Moncrief & Company by Deed from W.C. Moncrief, Jr. and wife Jacquelyne Moncrief of record in Book 4612, page 905, Register's Office of Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as _____ (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 Magaline Gordon, a single person, her heirs and assigns forever. it covenant 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 heirs and representatives, to warrant and forever defend the title to said real estate to said Magaline Gordon, a single person, 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 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 it in hand paid, it, the said WC Moncrief & Company, Inc

do hereby transfer and convey unto David Rizor, 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 Magaline Gordon, a single person 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 $ 80% of 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.

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 Magaline, Gordon, a single person 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 Magaline Gordon, a single person, her 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 David Rizor, 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 WC Moncrief & Co. and Magaline Gordon, a single person, have hereunto set our hands at Goodlettsville, Tennessee, this the 13th day of September 19 78

Magaline Gordon

X Magaline Gordon, a single person

WC Moncrief & Company, Inc.

By: W.C. Moncrief Jr., President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, C. W. Phipps, a Notary Public in and for said County and State, the within named Magaline Gordon

the 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 Goodlettsville Tennessee, this 3rd day of October, 19 78

C. W. PHIPPS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires JANUARY 18, 1982
Commission Expires

C. W. Phipps, Notary Public.

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 5351 PAGE 175

Before me, C. W. Phipps, a Notary Public of the State and County aforesaid, personally appeared W. C. Moncrief Jr, with whom I personally acquainted, and who, upon oath, acknowledged himself to be President of the W. C. Moncrif & Co., Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpos- therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Goodlettsville, Tenn this 3rd day of October, 19 78

C. W. PHIPPS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

My Commission Expires JANUARY 18, 1982

Commission expires

(over for additional acknowledgements)

OCT 16 78	CONV	*4,000.00			
OCT 16 78	S'TAX		B*	10.40	
OCT 16 78	PR'FEE		B*	.50	
OCT 16 78	W'DEED		B*	8.00	* 18.90

INSTALLMENT DEED

FROM
WC Moncrief & Co., Inc.

TO
Magaline Gordon, a single person

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

David Rizor, Attorney
500 Dickerson Road
Goodlettsville, TN 37072
(615) 859-7080

E 94535 cmail ems

IDENTIF. REFERENCE

OCT 16 1 51 PM '78

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

TERRY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Magaline Gordon (NAME)	Same (NAME)	18-16
216 Cole St (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	112
Goodlettsville Tn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	PW

THIS INSTRUMENT WAS PREPARED BY

David Rizor, Attorney
500 Dickerson Road
Goodlettsville, TN 37072
(615) 859-7080

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 4,000.00

W.C. Moncrief Jr.
Affiant President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF September, 78

Notary Public

MY COMMISSION EXPIRES My Commission Expires January 18, 1982

(AFFIX SEAL)