Prepared By: [illegible]
Seventeenth Floor, Third National Bank Buidling
Nashville, Tennessee 37219

INSTALLMENT DEED

BOOK 5357 PAGE 37

For and in Consideration of the sum of Sixty Three Thousand and 00/100 ($63,000.00) Dollars,

of which Twelve Thousand Six Hundred and 00/100 ($12,600.00) Dollars,

has been paid in cash by Earl Denny, Terry Denny and Steve Denny

the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand Four Hundred and 00/100 ($50,400.00) Dollars,

the said Earl Denny has

executed a promissory note in the principal amount of $50,400.00 together with interest thereon at the rate of 8-1/2% per annum and providing for annual payments in the total amount of $7,681.46 due on the first of November of each year commencing November 1, 1979 with final payment due November 1, 1988.

all of said notes bearing six 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, George Peabody College for Teachers.

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

Earl Denny, Terry Denny and Steve Denny, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: in the 14th Civil District of Davidson County, Tennessee, described according to a survey made by A. E. Dye, Surveyor, dated December 16, 1974, as follows: Beginning at a point in the center of Old Clarksville Highway near the tri-angle Service Station (this point is North 80° West 289.7 feet from the original north-east corner of this property on the south side of U.S. Highway 41-A in a drain) thence: with the center of Old Clarksville Highway, North 80° West 191.0 feet to a point in the center of the Highway thence: leaving the road, South 00° 15' East 4,582.58 feet (passing a stake on the south margin of the Highway) (generally with a fence line) to a point formerly two Black Oak Pointers, thence: South 89° 20' East 482.47 feet (generally with a fence line) to a point, thence North 88° 10' East 602.25 feet (generally with a fence line) to a corner fence post (formerly two Black Oak) thence: North 4° 30' East 330.0 feet to a persimmon Tree in fence line, thence: North 330.0 feet with fence line to a point in fence, thence: North 1° 30' feet East 165.0 feet with fence line to a point on the south side of a hollow in fence line, thence: North 4° 42' East 2,252,25 feet (generally with a fence line) to a planted rock and iron pin in the old original fence line on the east side of a branch and on the north side of a gas line, thence: South 60° 30' West 318.0 feet (uphill) to a fence post and iron pin, thence: North 4° West 75.0 feet to an iron pin in fence line, thence: North 23° 45' West 422.0 feet (generally with a fence line) to an iron pin, thence: North 18° West 465.0 feet (with fence line generally) to an iron pin, thence: North 85° West 100.0 feet to an iron pin near a fence post, thence: North 3° West 200.0 feet (generally with fence line) to an iron pin, thence: North 36° West 100.0 feet to an iron pin in fence line, thence: North (crossing hollow joining a fence line near a small building then on with fence line to the south margin of Old Clarksville Highway, an iron pin*

This is ( ) unimproved ( ) improved property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

*and corner fence post on margin of road) 449.0 feet to a point in the center of Old Clarksville Highway the point of beginning.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Earl Denny, Terry Denny and Steve Denny, their 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 successors and assigns ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said Earl Denny, Terry Denny and Steve Denny, 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 us in hand paid, we, the said Earl Denny, Terry Denny and Steve Denny and their respective wives do hereby transfer and convey unto Frank M. Farris, 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.

We, the said Earl Denny, Terry Denny and Steve Denny 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 $_____ 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 Earl Denny, Terry Denny and Steve Denny 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 Earl Denny, Terry Denny and Steve Denny 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 Frank M. Farris, 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 George Peabody College for Teachers has ~~and~~

hereunto set our hands at Nashville, Tennessee, this the 27 day of Oct. 1978

GEORGE PEABODY COLLEGE FOR TEACHERS

Earl Denny
Earl Denny

By: James W. Whitlock
James W. Whitlock

Terry Denny
Terry Denny

Dorothy Denny
Mrs. Earl Denny

Steve Denny
Steve Denny

Mrs. Terry Denny
Mrs. Terry Denny

Judy Denny
Mrs. Steve Denny

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Sandra L. Maupin, a Notary Public in and for said County and State, the within named Earl Denny, Terry Denny, Steve Denny, Judy Denny, Dorothy Denny, Terry Denny

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 Nashville Tennessee, this 26 day of Oct, 1978

Sandra L. Maupin, Notary Public.

Commission Expires 4/13/82

NOTARY PUBLIC AT LARGE STATE OF 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 5357 PAGE 40

Before me, Robert N. Buchanan, IV, a Notary Public of the State and County aforesaid, personally appeared James W. Whitlock, with whom I personally acquainted, and who, upon oath, acknowledged himself to be Executive Dean of the Geroge Peabody College for Teachers, the within named bargainor, a corporation, and that he as such Executive Dean, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Executive Dean.

Witness my hand and seal, at office in Nashville, Tn, this 27th day of October, 1978

Robert N. Buchanan, IV Notary Public

Commission expires 2-25-80

(over for additional acknowledgements)

ROBERT N. BUCHANAN, III NOTARY PUBLIC DAVIDSON COUNTY, TENN.

OCT 30 78	CONV	63,000.00		
OCT 30 78	MORT'G	50,400.00		
OCT 30 78	S'TAX		B* 163.80	
OCT 30 78	S'TAX		B* 48.40	
OCT 30 78	PR'FEE		B* .50	
OCT 30 78	W'DEED		B* 8.00	* 220.70

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 9715 7

IDENTIF. REFERENCE

OCT 30 9 29 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Earl Denny et al (NAME)	same (NAME)	Map 21 Par 248
Rt 2 Box 383 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	14D-23260
Ashland City Tn (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

$ 63,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF October, 1978

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)