AAjr:sae
10-26-78

Lawyer's Escrow Service, Inc.
300 James Robertson Pkwy.
Nashville, Tennessee 37201

BOOK 5357 PAGE 391

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Thirty-Four Thousand and No/100 ($34,000.00) Dollars, of which Six Thousand Eight Hundred One and 82/100 ($6,801.82) Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantee agrees to pay the sum of Thirteen Thousand Four Hundred Forty-Eight and 18/100 $13,448.18) Dollars, the balance due and owing on a promissory note secured by a deed of trust recorded in Book 4447, Page 375, Register's Office for Davidson County, Tennessee, and Grantee has executed and delivered to Grantor a promissory note in the principal sum of Thirteen Thousand Seven Hundred Fifty and No/100 ($13,750.00) Dollars, payable in 60 monthly installments of One Hundred Thirty-Nine and 46/100 ($139.46) Dollars each, commencing November 26, 1978, and a final installment due November 26, 1983, of Eleven Thousand Ninety-One and 99/100 ($11,091.99) Dollars, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest and attorney's fees, a lien is expressly retained on the land herein conveyed, I, PEGGY KEYLON ADAMS, hereinafter called Grantor, have this day bargained and sold, and do hereby transfer and convey unto HELMEY-HAYES ENTERPRISES, INC., hereinafter called Grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Being part of Lot No. 60 of Block 3, Richland Realty Company's Division "A", of record in Book 161, Page 151, Register's Office for said County. Said plan does not show said block divided into lots but according to an unregistered copy of a survey thereof, showing said block divided into lots, said part of Lot No. 60 is described as follows:
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> Beginning at a point in the southerly margin of Richland Avenue 440 feet more or less east of the easterly margin of Bowling Avenue at the northeast corner of the property conveyed to Howard F. McGaw by deed from Fannie McCann Davis and husband, of record in Book 1102, Page 106, said Register's Office; thence along McGaw's easterly line, southerly 200 feet to a point which is 484.5 feet more or less east of the easterly margin of Bowling Avenue, being McGaw's southeast corner; thence easterly 67 feet more

or less to a point; thence northerly 200 feet to the southerly margin of Richland Avenue; thence with the margin of the same westerly 60 feet to the point of beginning.

Being the same property conveyed to Peggy Keylon Adams by deed from James Kirtley of record in Book 4763, Page 39, Register's Office for Davidson County, Tennessee.

This is improved property known as 3519 Richland Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for said deed of trust in Book 4447, Page 375. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said real estate to said Grantee, its successors 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of non-payment of said note; and for the consideration of one dollar, to it in hand paid, the said Grantee herein transfers and conveys unto Michael J. Philbin, Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. Grantee does 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 $25,000.00 until the note 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 and holder of said note, as her interest may appear. Grantee further agrees 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 it fails to do either, then the said Trustee, or the lawful owner and holder of said note, 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 at 9% per annum from the date of such payment. Now, if the said Grantee shall pay the note aforesaid when due, according to its 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 it fails to pay said note or part thereof, promptly, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; it fails to reimburse the Trustee or lawful owner and holder of said note then past due and unpaid, the remaining unpaid balance 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 conveyance. Grantee agrees that the Trustee, may at any time, after default in the payment of any payment due on said note, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantee further agrees 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 advise 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 the property, as herein authorized.

4th, The residue, if any, will be paid to the Grantee herein, its successors and 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 trust may be required, the lawful owner and holder of said lien note is hereby authorized and empowered to name and appoint a successor-trustee 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 the trusteeship.

IN WITNESS WHEREOF, we the said Grantor and Grantee have hereunto set our hands this the 26th day of October, 1978.

HELMEY-HAYES ENTERPRISES, INC.

Peggy Keylon Adams
PEGGY KEYLON ADAMS, GRANTOR

By: Stephen P Helmey
President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, SHERREY A. ESSARY, a Notary Public in and for said County and State, the within named Peggy Keylon Adams, 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 Nashville, Tennessee, this 26th day of October, 1978.

Sherrey A. Essary
Notary Public

SHERREY A. ESSARY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires:
10-18-81

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, SHERREY A. ESSARY, a Notary Public of the State and County aforesaid, personally appeared STEPHEN P. HELMEY, with whom I am personally acquainted and who, upon oath acknowledged himself to be President of the within named bargainor, a corporation, and that 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 the said STEPHEN P. HELMEY as President.

WITNESS my hand and official seal at office in Nashville, Tennessee, this 26th day of October, 1978.

Sherry A. Essary
Notary Public

My Commission Expires:
10-18-81

THIS INSTRUMENT PREPARED BY:
Michael J. Philbin, Attorney
300 James Robertson Parkway
Nashville, Tennessee 37201

ADDRESS NEW OWNER(s): Helmey-Hayes Enterprises, Inc.
P. O. Box 120563
Nashville, TN 37212

SEND TAX BILLS TO: Helmey-Hayes Enterprises, Inc.
P. O. Box 120563
Nashville, TN 37212

MAP-PARCEL NUMBERS: Map 104-9, Par 153

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property, whichever is greater is $34,000.00.

Stephen P Helmey
Affiant

Sworn to and subscribed before me
this 26th day of October, 1978.

Sherry A. Essary
Notary Public

My Commission Expires:
10-18-81

E 97307

IDENTIF. REFERENCE

OCT 30 1 59 PM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OCT 30 78 CONV 34,000.00
OCT 30 78 MORT'G 13,448.18
OCT 30 78 S'TAX B* 88.40
OCT 30 78 S'TAX B* 11.40
OCT 30 78 PR'FEE B* .50
OCT 30 78 W'DEED B* 10.00 * 110.30