This instrument was prepared by:
GRISSIM AND SHORT, Attorneys
1400 American Trust Building
Nashville, Tennessee

INSTALLMENT DEED

BOOK 5359 PAGE 882

For and in Consideration of the sum of Ninety-three Thousand Five Hundred and no/100 ($93,500.00) - Dollars, of which Thirty Thousand and no/100 ($30,000.00) - - - - - - - - - Dollars, has been paid in cash by Raymond L. Davis, Jr., and J. M. Grissim, Partners, the receipt of which is hereby acknowledged, and for the remainder Sixty-three Thousand Five Hundred and no/100 ($63,500.00) - - - - - - - - - - - - - - - - Dollars, the said Raymond L. Davis, Jr., and J. M. Grissim, Partners, have executed three Notes of even date in the principal amount of $21,166.66 each; one Note being payable to Joe T. Maxey, one Note being payable to Roberta Emerson, and one Note being payable to Lucille Tice Chambers. Said Notes shall bear interest at the rate of Nine (9%) percent per annum and amortized on a 20-year amortization schedule, with payments of $190.50 per month on each Note, beginning December 3, 1978, and a like sum on the 1st day of each consecutive month thereafter until the 120th month, at which time the entire balance of principal and accrued interest shall be due and payable. It is further provided that default in payment on any Note shall constitute a default on all Notes. Upon any default, the holder of said Note may institute foreclosure proceedings under this Deed of Trust as herein provided;

all of said notes bearing 9 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, JOE T. MAXEY, sole heir-at-law of Willie Jo Wiles, BONNIE J. HOOD, ROBERTA EMERSON and LUCILLE TICE CHAMBERS,

have this day bargained and sold, and do hereby transfer and convey unto the said RAYMOND L. DAVIS, Jr., and J. M. Grissim, Partners, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 5 on the Plan of Elysian Fields, Section 1, as of record in Book 1424, page 81, Register's Office for said County.

Said Lot No. 5 fronts 240 feet on the easterly side of Franklin Pike and runs back 330 feet on the northerly line and 453.6 feet on the southerly line, to a dead line, measuring 270 feet thereon.

Being property devised to Heirs of Willie Jo Wiles, a 1/4 interest, Bonnie J. Hood, a 1/4 interest, Roberta Emerson, 1/4 interest and Lucille Tice Chambers, a 1/4 interest by Will of Biscoe Griffith in Will Book 100, page 643, Probate Court, Davidson County, Tennessee. The said Willie Jo Wiles having since died.

Lucy Davis and Jean F. Grissim join in the execution of this Installment Deed for the purpose of conveying such right, title and interest as they may have as the wives of Raymond L. Davis and J. M. Grissim, respectively, to the Trustee.

This is unimproved ( ) improved (X) property, known as 4410 Franklin Road, Nashville, Tennessee 37204
(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 Raymond L. Davis, Jr. and J. M. Grissim, Partners, 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., except as of record. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Raymond L. Davis, Jr. and J. M. Grissim, Partners, 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 Raymond L. Davis, Jr. and J. M. Grissim, Partners,

do hereby transfer and convey unto Sam D. Hodges, III, 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 Raymond L. Davis, Jr. and J. M. Grissim, Partners,

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 $63,500.00 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 Raymond L. Davis, Jr. and J. M. Grissim, Partners, 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; 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 Raymond L. Davis, Jr. and J. M. Grissim, Partners, 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 Sam D. Hodges, III, 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 Joe T. Maxey, Bonnie J. Hood, Roberta Emerson and Lucille Tice Chambers and Raymond L. Davis, Jr. and J. M. Grissim, Partners, hereunto set our hands at Nashville, Tennessee, this the 3rd day of October 1978

Raymond L. Davis, Jr., Partner

J. M. Grissim, Partner

Lucy Davis

Joe T. Maxey

Bonnie J. Hood

Roberta Emerson

Lucille Tice Chambers

Jean F. Grissim

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Joe T. Maxey, sole heir-at-law of Willie Jo Wiles, and Bonnie J. Hood,

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 day of October, 1978

My Commission Expires March 31, 1981

Martha F. Moreland, Notary Public

Commission Expires

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Raymond L. Davis and wife, Lucy Davis, and J. M. Grissim and wife, Jean F. Grissim,

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 3rd day of October, 1978

Notary Public

Commission Expires Feb 4, 1980

NOTARY PUBLIC AT LARGE STATE OF TENN.

STATE OF TENNESSEE
COUNTY OF Rhea

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Lucille Tice Chambers, the bargainor, with whom I personally acquainted, and who, upon oath, acknowledged xxxxxxxxx xxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx that xxxxxxxxxx she xxxxxxxxxxxxxxxxx, executed the foregoing instrument for the purpose therein contained, xxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Witness my hand and seal, at office in Dayton, Tennessee this 27th day of October, 1978.

X Joyce Rothwell, Notary Public.

Commission expires 7-10-82

(over for additional acknowledgements)

STATE OF LOUISIANA
~~COUNTY~~ OF EAST BATON ROUGE PARISH

Before me, the undersigned, Notary Public in and for said County and State, personally appeared the within named Roberta Emerson, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the withininstrument for the purposes therein contained. WITNESS my hand and official seal at BATON ROUGE LA, this 20 day of October, 1978.

X Durward McLaughlin
Notary Public

My commission ~~expires:~~ IS FOR LIFE

INSTALLMENT DEED

FROM

JOE T. MAXEY, BONNIE J. HOOD
ROBERTA EMERSON and LUCILLE TICE CHAMBERS

TO

RAYMOND L. DAVIS and J. M. GRISSIM, PARTNERS

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 98385

IDENTIF. REFERENCE

Nov 3 1 56 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

NOV-3-78	CONV	93,500.00	
NOV-3-78	MORT'G	63,500.00	
NOV-3-78	S'TAX	B* 243.10	
NOV-3-78	S'TAX	B* 61.50	
NOV-3-78	PR'FEE	B* .50	
NOV-3-78	W'DEED	B* 8.00	* 313.10

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Raymond L. Davis, et al (NAME)	same (NAME)	132-11-53
4410 Franklin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37204 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by:
GRISSIM AND SHORT, Attorneys
1400 American Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 93,500.00

J. M. Grissim
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF October 1978

Chris Mitchell
Notary Public

MY COMMISSION EXPIRES: Feb. 4, 1982

(AFFIX SEAL)

Seal: JOYCE ROTHWELL NOTARY PUBLIC RHEA COUNTY, TN

Seal: DURWARD L. McLAUGHLIN EAST BATON ROUGE PARISH LA. NOTARY PUBLIC

Seal: NOTARY PUBLIC AT LARGE STATE OF TENN.