ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Jerry D. Johns et ux (NAME)	National Mortgage Company (NAME)	Map 71-16
914 Crockett Street (STREET ADDRESS OR ROUTE NUMBER)	4041 Knight Arnold Road (STREET ADDRESS)	Parcel 133
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Memphis, Tennessee (CITY) (ZONE) (STATE)	12 DA 44230

BOOK 5364 PAGE 339

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Seventeen Thousand Nine Hundred and no/100 -------- ($17,900.00) ---------- DOLLARS of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note in the amount of $4,027.17, bearing interest at the rate of 9 % per annum, and payable as hereinafter set forth, and in addition grantees have agreed to assume and do hereby assume the unpaid balance of a presently existing first mortgage loan payable to National Mortgage Co., said unpaid amount presently being 12,872.83. Grantees do hereby agree to pay to Grantors the sum of $220.00 per month. Out of said sum, grantors shall continue to pay the monthly payment on the first mortgage note and any remainder shall thence be applied to the $4,027.17 note held by Grantors. At such time as Grantor's note of $4,027.17, plus interest thereon as above-specified, shall have been paid in full, the first mortgage note shall thence be formally assumed by Grantees and any remaining payments shall thence be made directly by Grantees to National Mortgage Co., their successors or assigns.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, James L. Smith and wife, Shirley F. Smith; James Kilgore and wife, Linda Kilgore; and Charles C. Harris and wife, Barbara Harris;

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Jerry D. Johns and wife, Mary A. Johns

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

House and lot known as 914 Crockett Street, Nashville, Tennessee, being Lot # 25 on the map of Essex Place Subdivision.

Being Lot No. 25 on the Plan of Essex Place,not of record, and described according to a survey dated April 4, 1975 by John Kohl, Registered Surveyor, as follows:

Said Lot No. 25 fronts 50 feet on the southerly side of Crockett Street and runs back between parallel lines 150 feet to a line in the rear measuring 50 feet thereon. Said line in the rear being an alley.

Being the same property conveyed to James L. Smith and wife, Shirley F. Smith; James Kilgore and wife, Linda Kilgore, and Charles C. Harris and wife, Barbara Harris; by deed from Edward E. Mathis and wife, Bessie L. Mathis, of record in Book 5001, page 106, Register's Office for said County.

This is improved XX unimproved ( ) property known as 914 Crockett Street (House Number) (Street) Nashville (P. O. Address:) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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, our heirs and representatives, to warrant and forever defend the title to the 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto G. Thomas Shields, 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 interest 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; 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 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 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 said property as herein authorized.

4th. The residue, if any, will be paid to the grantees herein, their heirs, 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 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 his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 12th day of October 19 78

James L. Smith — Charles C. Harris

Shirley F. Smith — Barbara Harris

James Kilgore — Jerry D. Johns

Linda Kilgore — Mary A. Johns

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 17,900.00

Affiant

Subscribed and sworn to before me, this the 12 day of October 19 78

My commission expires 10-18-78 (Affix Seal) — Notary Public

CHARLES C. HARRIS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me the undersigned a Notary Public in and for said County and State, the within named James L. Smith, Shirley F. Smith, James Kilgore, Linda Kilgore, Charles C. Harris, Barbara Harris, Jerry D. Johns, and Mary A. Johns the bargainor S, 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 12 day of October 19 78

Commission Expires 2-2-81 — Deanie F. Floyd Notary Public

DEANIE F. FLOYD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am 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 _____

Commission Expires _____ Notary Public

NOV 15 78 CONV 17,900.00

NOV 15 78 MORT'G *4,027.17

NOV 15 78 S'TAX B* 46.54

NOV 15 78 S'TAX B* 2.00

NOV 15 78 PR FEE B* .50

NOV 15 78 W DEED B* 4.00 * 53.04

INSTALLMENT DEED

FROM

JAMES L. SMITH ET AL

TO

JERRY D. JOHNS ET UX

F. 0 0 3 5 2

IDENTIF. REFERENCE

Nov 15 3 36 PM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

This instrument prepared by
WILLIAMS SHIELDS & WILDMAN
Attorneys at Law
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Madison, Tennessee 37115

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