BOOK 327 PAGE 653

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Spencer Barringer, ET UX		MAP 181 P/O PAR 125 DAVIDSON COUNTY
(NAME)	(NAME)	pt 31 - 3
406 Warner Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Brentwood, TN 37027		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

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FOR AND IN CONSIDERATION OF the sum of Twenty Six Thousand and no/100 ($26,000.00)---------- ----------DOLLARS

of which $ 13,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees Spencer Barringer and wife LaVaune Barringer, have executed their joint promissary note of even date herewith payable to the order of Fitts and Johnson Development Company, Inc., in the principal sum of Thirteen Thousand and no/100 ($13,000.00), said sum being payable in two equal annual installments of Six Thousand Five Hundred and no/100 ($6,500.00) plus interest at the rate of ten percentum (10%) per annum. First installment plus interest being payable on or before the 21 day of November, 1979, and the second installment plus interest being payable on or before the 21 day of November 1980.

NOV 30 78	CONV	26,000.00				
NOV 30 78	MORT'G	13,000.00				
NOV 30 78	W'DEED		B*	4.00	*	4.00

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.

Fitts and Johnson Development Company, Inc.

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

Spencer Barringer and wife LaVaune Barringer

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

Being tract No. 4A on the plan of Bluff Road Acres, of record in Plat Book 7, Page 10, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description, said description being incorporated herein as if recited verbatem.

Being part of the same property conveyed to Fitts and Johnson Development Company, Inc., from the Bluff Road Investment Limited Partnership of record in Book 309, Page 34, Register's Office for Williamson County, Tennessee, and of record in the Register's Office for Davidson County, Tennessee in Book 5268, Page 813.

The above described property is conveyed subject to Restrictions of Record in Book 322, Page 204, Register's Office for Williamson County, Tennessee.

This is improved (X)
unimproved ( ) property known as.....
(House Number) (Street) (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 Ronald T. Degenhardt 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 $ 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:

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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 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 day of November 1978

FITTS AND JOHNSON DEVELOPMENT COMPANY, INC.

Paul E. Johnson
Paul E. Johnson, President

Spencer Barringer
Spencer Barringer

Samuel P. Fitts
Samuel P. Fitts, Secretary

LaVaune Barringer
LaVaune Barringer.

STATE OF TENNESSEE
COUNTY OF DAVIDSON Williamson

The actual consideration or value, whichever is greater, for this transfer is $ 26,000.00

X Spencer Barringer
Affiant

Subscribed and sworn to before me, this the 22 day of November, 1978

My commission expires 10/17/82
(Affix Seal)

Ron Degenhardt
Notary Public

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Ron Degenhardt, a Notary Public in and for said County and State, the within named Spencer Barringer and wife LaVaune Barringer 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 Brentwood this 22 day November 78

Commission Expires 10/17/82

Ron Degenhardt
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Williamson

Before me, Ron Degenhardt, a Notary Public of the State and County aforesaid, personally appeared Paul E. Johnson and Samuel P. Fitts with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary of the Fitts and Johnson Development Company, Inc. the within named bargainor, a corporation, and that they as such President and Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Secretary.

Witness my hand and seal, at office in Brentwood, Tennessee this 22 day of November, 1978

Ron Degenhardt
Notary Public

Commission Expires 10/17/82

This instrument was prepared by:
Ronald T. Degenhardt, Attorney at Law, Room 220, Brentwood House, Brentwood, Tennessee 37027
Address

WILLIAMSON COUNTY — STATE OF TENNESSEE
Received for record this 29 day of Nov. 1978
at 11:45 o'clock A/M Noted in Note Book 27 page 321
and Recorded in Book No. 327 page 653
Paid 7.60 Fee .50 Recording Fee 4.00 Total 12.10 State Tax
Receipt No. 90310 Witness my hand

J. D. Bennett, Register

INSTALLMENT DEED

FROM FITTS AND JOHNSON DEVELOPMENT COMPANY, INC.
TO SPENCER BARRINGER, ET UX.

Nov 30 9 21 AM '78
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

11-24 19 78
TRANSFER TAX
MORTGAGE TAX 11.00
PROBATE FEE .50
TOTAL PAID 11.50
RECEIPT NO. 9037
BB
REG. OR DEP. REG.
WILLIAMSON COUNTY

RONALD T. DEGENHARDT
ATTORNEY AT LAW
ROOM 220 BRENTWOOD HOUSE
P.O. BOX 340
BRENTWOOD, TENNESSEE 37027
PHONE 615-373-0994

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