expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable

[illegible] & LEGG
P. O. BOX 2[illegible]
NASHVILLE, TENN. 37213

Installment Deed

BOOK 5370 PAGE 255

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Terry Mays et al	Same	Map 104-2
(NAME): Box 1643	(NAME):	Par. 347 Map 104-3
(STREET ADDRESS OR ROUTE NUMBER): Columbia	(STREET ADDRESS):	Par. 1
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 ($225,000.00) ---------- *Dollars,*

of which FORTY FIVE THOUSAND AND NO/100 ($45,000.00)---------- *Dollars, has been paid in cash,*

by Terry Mays, J. A. Morgan, Patsi Holloway Lewis and Robert Holloway *the receipt of which is hereby acknowledged, and for the remainder* ONE HUNDRED EIGHTY THOUSAND AND NO/100 ($180,000.00)---------- *Dollars,*

the said Terry Mays, J. A. Morgan, Patsi Holloway Lewis and ~~xxxxxxxxxxx~~ Robert Holloway have executed their promissory note of even date herewith payable to the order of Albert B. Maloney and wife, Ethel L. Maloney, in monthly installments as follows: On the 1st day of January, 1979, the sum of One Thousand Seven Hundred Ninety-Nine and 01/100 ($1,799.01) Dollars, and thereafter one hundred seventy-nine (179) monthly installments each for a like amount on the 1st day of each succeeding month, which includes principal and interest at the rate of eight and three-fourths (8 3/4%) per cent per annum to be applied first to the payment of interest and the remainder to principal until said sum and interest have been paid in full,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, ALBERT B. MALONEY and wife, ETHEL L. MALONEY,

have this day bargained and sold, and do hereby transfer and convey unto the said TERRY MAYS, J. A. MORGAN, PATSI HOLLOWAY LEWIS and ROBERT HOLLOWAY, their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being the northerly part of Lot No. 1 and Lot No. 2 on the Plan of Alexander Erwin's Subdivision of Lot 44, Boyd Cockrill Spring Tract, as of record in Book 161, page 18, Register's Office for said County.

Said northerly part of Lot No. 1 and Lot No. 2 adjoin and together front 120.1 feet on the northerly side of West End Avenue, as widened, and run back 128 feet, more or less, on the easterly line along the westerly margin of 28th Avenue North, formerly Fairground Avenue, and 131 feet, more or less, on the westerly line to an alley measuring 120 feet thereon.

Being the same property conveyed to Albert B. Maloney and wife, Ethel L. Maloney, by deed from Charlotte Morris and husband, Fred Morris, of record in Book 3070, page 616, and being the same property conveyed to Albert B. Maloney, by deed from Joseph I. Katz, of record in Book 4177, page 36, Register's Office for Davidson County, Tennessee.

ANNIE G[illegible]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 225,000.00

Subscribed and sworn to before me, this the [illegible] day of [illegible] 19 78

Terry Mays
Affiant

My commission expires [illegible]
(Affix Seal)

Notary Public

Joyce Mays, wife of the said Terry Mays, Peggy Morgan, wife of the said J. A. Morgan, and Fred Lewis, husband of the said Patsi Holloway Lewis, join in the execution of this instrument for the purpose of releasing and conveying any rights which they might have in said property by reason of the marital status.

DEC-1 78	CONV	90,000.00	225.000.00	
DEC-1 78	CONV	90,000.00		
DEC-1 78	CONV	45,000.00		
DEC-1 78	MORT'G	90,000.00	180.000.00	
DEC-1 78	MORT'G	90,000.00		
DEC-1 78	S'TAX		B* 585.00	
DEC-1 78	S'TAX		B* 178.00	
DEC-1 78	PR'FEE		B* .50	
DEC-1 78	W'DEED		B* 8.00	* 771.50

unimproved ( )
This is improved (X) property, known as 2800-2806 West End Avenue, Nashville, Tenn. 37203
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said TERRY MAYS, J. A. MORGAN, PATSI HOLLOWAY LEWIS and ROBERT HOLLOWAY, their *(successors), 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Terry Mays, J. A. Morgan, Patsi Holloway Lewis and Robert Holloway, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Terry Mays, J. A. Morgan, Patsi Holloway Lewis and Robert Holloway, *hereinafter referred to as trustors, hereby transfer and convey unto* I. R. Schulman, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them wher due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 26th day of October, 1978

Patsi Holloway Lewis
Patsi Holloway Lewis

Fred Lewis
Fred Lewis

Robert Holloway
Robert Holloway

Albert B. Maloney
Albert B. Maloney

Ethel L. Maloney
Ethel L. Maloney

Terry Mays
Terry Mays

Joyce Mays
Joyce Mays

B. A. Morgan
B. A. Morgan

Peggy Morgan
Peggy Morgan

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie D. Smith *a Notary Public in and for said County and State,* Albert B. Maloney and wife, Ethel L. Maloney,

*the within named 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* 1st *day of* December, *19*78

Annie D. Smith *Notary Public*

Commission expires 6-3-81

DAVIDSON COUNTY, TENN.

[illegible]

BOOK 5370 PAGE 258

STATE OF TENNESSEE
COUNTY OF MAURY

Personally appeared before me, Eddie Holloway *a Notary Public in and for said County and State,* Terry Mays and wife, Joyce Mays, J. A. Morgan and wife, Peggy Morgan, *the within named 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 Columbia, Tennessee *this* 13 *day of* Nov., *19* 78

Eddie Holloway *Notary Public*

Commission expires 20 April 1982

STATE OF TENNESSEE)
COUNTY OF SHELBY

Personally appeared before me, ~~Fred Lewis~~ Carolyn Hester Patsi Holloway Lewis, a Notary Public in and for said County and State, Patsi Holloway Lewis and husband, Fred Lewis, the within named 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 Memphis, Tennessee, this 3 day of November, 1978.

Commission Expires: MY COMMISSION EXPIRES FEBRUARY 8, 1981

Carolyn Hester
Notary Public

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, Benny Blackstock, a Notary Public in and for said County and State, Robert Holloway, a single person, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Knoxville, Tennessee, this 26 day of Oct., 1978.

Commission Expires: My commission expires Oct. 20, 1980

Notary Public

INSTALLMENT DEED

FROM
Albert B. Maloney et ux

TO
Terry Mays et al

F-02977

IDENTIF. REFERENCE

DEC 14 01 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238