BOOK 5374 PAGE 910

INSTALLMENT DEED

FROM
Donald R. O'Guin Sr. and wife

Catherine Regenia O'Guin

TO
Henry V. Downs and wife

Mary E. Downs

For draftsman's use
Prepared by
Donald R. O'Guin Sr.
2622 Old Lebanon Road
Nashville, Tennessee 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Henry V. Downs (NAME)	American Mortgage Company (NAME)	83-2-71
1108 Chapel Avenue (STREET ADDRESS OR ROUTE NUMBER)	2622 Old Lebanon Road (STREET ADDRESS)	
Nashville, Tennessee 37206 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37214 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

F.O.5 I.O.7.

IDENTIF. REFERENCE T

DEC 14 10 03 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$12,000.00 Henry V. Downs
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13th DAY OF December, 1978

Notary Public

MY COMMISSION EXPIRES: Jan 18, 1982

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twelve Thousand dollars and no cents ~~($12,000.00)~~ **DOLLARS**

of which $ Zero (0) **has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees** agree to pay the balance of twelve thousand dollars and no cents ($12,000.00) in the hereinafter described manner. The balance of twelve thousand dollars and no cents ($12,000.00) is agreed to be paid by the purchaser to the sellers, Eighty seven dollars and ninety eight cents ($87.98) dollars per month which includes principal and interest and the further sum of Twenty three dollars ($23.00) dollars per month which shall be escrowed to pay the taxes and thereafter the further sum of Five dollars ($5.00) dollars per month which shall be escrowed to pay the hazard insurance, for a total monthly payment of One hundred fifteen dollars and ninety eight cents ($115.98) dollars per month. Should the taxes or insurance be increased then the Purchasers shall bear the expenses of the increase and the money payment shall be increased a sufficient amount to pay said increase.

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,

~~American mortgage~~ Company, 2622 Old Lebanon Road, Nashville, Tennessee 37214

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

Henry V. Downs and wife Mary E. Downs

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: being lot No. 13 on the Map of Sharpe and Horn''s Subdivision of Elwood Place, as of record in Book 332, page 18, Register's Office for said County. Said Lot No. 13 fronts 50 feet on the westerly side of Chapel Avenue, formerly Hunters Lane and extends back between parallel lines 175 feet to an alley.

Being the same property conveyed to Donald R. O'Guin Sr. and wife Catherine Regenia O'Guin by deed from L. T. Stevens and wife Ruth E. Stevens, of record in Book 4452 Page 477, Registers Office for Davidson County, Tennessee

Borrower, in consideration of the indebtedness herin recited and the trust herin created, irrevocably grants and conveys to H. Stanley Allen, Trustee, in trust, with the power of sale of the above described property.

DEC 14 78	CONV	12,000.00			
DEC 14 78	MORT'G	12,000.00			
DEC 14 78	S'TAX		B*	31.20	
DEC 14 78	S'TAX		B*	10.00	
DEC 14 78	PR'FEE		B*	.50	
DEC 14 78	W'DEED		B*	8.00	* 49.70

This is (unimproved / improved XX) property, known as 1108 Chapel Ave. (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) 37206 (Postal Zone)

chain of the amount of such installments.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this INSTALLMENT DEED and all of the foregoing, together with said property (or the leasehold estate in the event this INSTALLMENT DEED is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twelve Thousand Dollars and No Cents Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1974; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this INSTALLMENT DEED; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Seller convenants that we are lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions.

UNIFORM COVENANTS. Purchaser, Borrower and Seller, Lender convenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this INSTALLMENT DEED

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this INSTALLMENT DEED and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for holding and applying the Funds or verifing and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Installment Deed that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Installment Deed.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this INSTALLMENT DEED, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this INSTALLMENT DEED.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this INSTALLMENT DEED and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this INSTALLMENT DEED; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this INSTALLMENT DEED

The insurance carrier providing the insurance shall be written through the American Insurance Service Inc. without exception. BLDG. M.C. W ~~All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.~~

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this INSTALLMENT DEED is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this INSTALLMENT DEED would be impaired, the insurance proceeds shall be applied to the sums secured by this INSTALLMENT DEED, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this INSTALLMENT DEED.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this INSTALLMENT DEED) immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this INSTALLMENT DEED is on a leasehold. If this INSTALLMENT DEED is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this INSTALLMENT DEED, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this INSTALLMENT DEED. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this INSTALLMENT DEED with the excess, if any, paid to Borrower. In the event of a partial taking of the Property unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this INSTALLMENT DEED, such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this INSTALLMENT DEED immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this INSTALLMENT DEED.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this INSTALLMENT DEED granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this INSTALLMENT DEED by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this INSTALLMENT DEED .

12. Remedies Cumulative. All remedies provided in this INSTALLMENT DEED are distinct and cumulative to any other right or remedy under this INSTALLMENT DEED or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this INSTALLMENT DEED are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this INSTALLMENT DEED shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this INSTALLMENT DEED shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Installment Deed Governing Law; Severability. This form of INSTALLMENT DEED combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This INSTALLMENT DEED shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this INSTALLMENT DEED or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this INSTALLMENT DEED or the Note which can be given effect without the conflicting provision, and to this end the provisions of the INSTALLMENT DEED and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this INSTALLMENT DEED at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this INSTALLMENT DEED (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this INSTALLMENT DEED to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this INSTALLMENT DEED shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this INSTALLMENT DEED and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance

with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

17.A If this property is offered for sale through a real estate broker American Realty & Investment Corp. shall be the agent for such sale without exception. D.G.Q. M.E.D.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Installment Deed, including the covenants to pay when due any sums secured by this Installment Deed, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Installment Deed and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Installment Deed to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in paragraph 14 hereof. Trustee, without demand on Borrower, shall sell the Property at the time and under the terms designated in the notice of sale at public auction to the highest bidder. Lender or Lender's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Installment Deed; and (c) the excess, if any, to the person or persons legally entitled thereto. If the Property is sold pursuant to this paragraph 18, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of such purchaser, shall be removable by process such as forceable and unlawful detainer, and hereby agrees to pay to such purchaser the reasonable rental value of the Property after sale.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Installment Deed, Borrower shall have the right to have any proceedings begun by Lender to enforce this Installment Deed discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Installment Deed or (ii) entry of a judgment enforcing this Installment Deed if: (a) Borrower pays Lender all sums which would be then due under this Installment Deed, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Installment Deed; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Installment Deed and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Installment Deed, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Installment Deed shall continue unimpaired. Upon such payment and cure by Borrower, this Installment Deed and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Installment Deed. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Installment Deed, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Installment Deed when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Installment Deed, not including sums advanced in accordance herewith to protect the security of this Installment Deed, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Installment Deed, Lender shall release this Installment Deed without charge to Borrower. Borrower shall pay all costs of recordation, if any

23. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Installment Deed is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Waiver of Homestead, Dower, Curtesy and Redemption. Borrower waives all right of homestead exemption in and equitable and statutory redemption of the Property and Borrower hereby relinquishes all right of dower and curtesy in the Property.

In Witness Whereof, Purchaser, Borrower has executed this Installment Deed.

Donald R. O'Guin Sr. — Seller - Lender
Henry V. Downs — Purchaser -Borrower
Catherine Regenia O'Guin — Seller - Lender
Mary E. Downs — Purchaser -Borrower

1108 Chapel Avenue, Nashville, Tennessee
Property Address 37206

STATE OF TENNESSEE, Davidson County ss:

On this 13th day of December, 1978, before me, personally appeared Donald R. O'Guin, Catherine Regenia O'Guin, Henry V. Downs, Mary E. Downs to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be their free act and deed. Witness my hand and official seal.

My commission expires: January 18, 1982

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.