ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS.
E. C. Pennington, etux (NAME)	Owner (NAME)	71-7
5513 Bon Air Circle (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	87
Nashville, Tennessee 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	12-47500

BOOK 5375 PAGE 540

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $72,000.00
Seventy-Two Thousand & 00/100 ---------- DOLLARS
of which $19,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees E. C. Pennington and wife, Louise Pennington, have executed their joint Promissory Note of even date herewith in the amount of Fifty-Three Thousand & 00/100 Dollars ($53,000.00) in monthly installments of Six Hundred Eighty-Five & 82/100 Dollars ($685.82) for a period of ten (10) years or one hundred twenty (120) installments. Said installments include interest at the rate of nine and one-half percent (9-1/2%) per annum. The first of said installments due and payable January 1, 1979.

Said Grantees agree to maintain no less than $20,000.00 fire and liability insurance coverage on subject property, 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.

E.A.Robertson,Jr., a 1/4 undivided interest; Frank E.McCown,Sr.,as devisee under the will of Vivian R. McCown,deceased, a 1/4 undivided interest; James H. Rees, as devisee under the will of Mary R.Rees, deceased, a 1/4 undivided interest, John R. Engelman, as devisee under the will of Winifred Robertson Engelman, deceased, a 1/4 undivided interest.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
E. C. Pennington and wife, Louise Pennington

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

SEE EXHIBIT "A" ATTACHED

DEC15 78	CONV	72,000.00			
DEC15 78	MORT'G	53,000.00			
DEC15 78	S'TAX		B*	187.20	
DEC15 78	S'TAX		B*	51.00	
DEC15 78	PR'FEE		B*	.50	
DEC15 78	W'DEED		B*	6.00	* 244.70

This is improved (X) unimproved ( ) property known as 1610 (rated 1608) Dickerson Pike, Nashville, Tennessee
(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 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 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 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 $ 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 herein, 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 29TH day of NOVEMBER 19 78

x E C Pennington
E. C. Pennington

x E A Robertson Jr
E. A. Robertson, Jr.

x Frank E. McCown, Sr.

x Louise Pennington
Louise Pennington

x James H. Rees

x John R Engelman
John R. Engelman

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 72,000.00

x E C Pennington
Affiant

Subscribed and sworn to before me, this the 29TH day of NOVEMBER 19 78

My commission expires 8-26-80 (Affix Seal)

Rebecca C. Ritter
Notary Public

NOTARY PUBLIC AT LARGE

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 E.C.Pennington, Louise Pennington, E.A.Robertson, Jr., Frank E. McCown, Sr., James H. Rees 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 this 29th day of November 19 78

Commission Expires 8-26-80

Rebecca C. Ritter
Notary Public

NOTARY PUBLIC AT LARGE

STATE OF Ontario
COUNTY OF Regional Municipality of York

Personally appeared before me, Donald M. Findlay, a Notary Public in and for said County and State, the within named John R. Engelman, the 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 King City, Ontario this 29 day of November 19 78

Commission Expires for Life

Notary Public

NOTARY PUBLIC PROVINCE OF ONTARIO

Witness my hand and seal, at office in _____ this _____ day of _____ 19 _____

Commission Expires _____

Notary Public

INSTALLMENT DEED

FROM
E.A.Robertson, Jr.,
Frank E.McCown, Sr.
James H.Rees
John R. Engelman

To

E. C. Pennington, etux

F 0 5 3 4 6

IDENTIF. REFERENCE

DEC 15 9 18 AM '78

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT PREPARED BY

DOBSON AND JOHNSON, INC.
ONE COMMERCE PLACE
NASHVILLE, TENNESSEE 37239

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NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1003-HEGSEY 4-1-73

EXHIBIT "A"

TRACT NO.1: Situated in the 12th, the old 17th, Civil District of Davidson County, Tennessee, and beginning in the center of the Dickerson Turnpike (formerly called the Louisville Branch Turnpike) about onehalf mile (formerly two miles) from the city limits of Nashville, Tennessee, at the N.E.corner of the old W.F.Bang tract of land; thence with the center of said Turnpike, N.3-1/4 degrees 25.04 poles more or less to the S.E.corner of the property conveyed to G.J.Cowley; thence S.89-1/2 degrees W.16.96 poles more or less to the S.W.Corner of the property conveyed to G.J.Cowley; thence N.3-1/4 degrees 6.96 poles more or less to the N.W.corner of the property conveyed to G.J.Cowley; thence S. 89-1/2 degrees W.66.7 poles more or less to a stone; thence S.9-1/4 degrees E. 31 poles to a stake in said Bang's corner; thence with said Bang's line N.87 degrees E. 23-1/4 poles to a stone; thence S 88-1/2 degrees E.64 poles to the beginning, and containing before the conveyance to Cowley 15 acres and 13 poles more or less.

TRACT NO.2: Situated in the 12th (old 17th) Civil District of Davidson County, Tennessee, south of and adjoining the above tract No.1 and beginning in the center of the same Dickerson Turnpike at the N.E. Corner of a 40-acre tract of land conveyed to Bessie Brown and her children by Claude P. Street, recorded in Book No.303, page 357, Register's Office for Davidson County, Tennessee, and running thence with the center of said turnpike N.3-1/4 degrees E.17.21 poles to the corner of tract No.1 herein conveyed; thence along the southerly line of said tract N. 88-1/2 degrees W.54 poles; thence S. 87 degrees W.23.25 poles to the southwest corner of said tract No.1; thence S. 9 degrees E. 16.7 poles to the north line of said 40-acre tract; thence with said line S. 88 degrees E. 73.27 poles to the beginning, containing 8 acres and 9 poles.

Being the same property conveyed to E.A.Robertson, Jr., Vivian Robertson McCown, Mary Robertson Rees and Winifred Robertson Engelman, an undivided one-fourth each, by deed from Mary A.Robertson of record in Book 2244, page 441, Register's Office for Davidson County, Tennessee. The said Vivian R. McCown having since died and property now being vested in Frank E. McCown, Sr., by Will of record in Will Book 90, page 245, Probate Court, Davidson County, Tennessee. Also the Mary R. Rees having since died and property being vested in James H.Rees by will of record in Will Book 5276, page 861, said Register's Office.

Included but excluded herefrom is the property conveyed in Book 1761, page 88, Book 802, page 159 and Book 1101, page 44.