INSTALLMENT DEED

For and in Consideration of the sum of Thirteen Thousand Five Hundred ($13,500.00) and No/100---------- Dollars, of which Four Thousand Five Hundred ($4,500.00) and No/100---------- Dollars, has been paid in cash by A. A. Colebrooke, the receipt of which is hereby acknowledged, and for the remainder Nine Thousand ($9,000.00) and No/100---------- Dollars, the said A. A. Colebrooke has executed a note of even date in the principal amount of Nine Thousand ($9,000.00) and No/100 Dollars payable to Grantor in two installments; the first installment of Four Thousand Nine Hundred ($4,900.00) and No/100 Dollars, including interest at the rate of ten (10%) percent per annum, shall be due December 15, 1979; the remaining balance of Five Thousand Five Hundred ($5,500.00) and No/100 Dollars, including interest at the rate of ten (10%) percent per annum shall be due December 15, 1980.

~~and providing for payment of said notes, principal and interest, and attorney's fees, and~~ to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Fred J. Cassetty, Jr., has ~~has~~ this day bargained and sold, and do hereby transfer and convey unto the said A. A. Colebrooke, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 7th, formerly the 10th Civil District of Davidson County, Tennessee, including the westerly part of Lots Nos. 1 and 2 on the Map of Dodd and Woodard's subdivision, as of record in Book 332, Page 132, Register's Office for said County, and also a lot lying immediately west of said Lots Nos. 1 and 2, and more fully described as follows:

BEGINNING on the southerly margin of Halcyon Avenue 132 feet westerly from the corner of Lots Nos. 2 and 4 on said plan and runs thence with the southerly margin of said Avenue, westwardly 125 feet to Scrugg's northeast corner; thence, with his line southwardly 154 feet to W. D. Gale's north line; thence, with his line in an easterly direction 150 feet to a point 146 feet westerly from the southeast corner of Lot No. 1; and thence, in a northerly direction 161.7 feet to the point of beginning.

Being the same property conveyed to Fred J. Cassetty, Jr., by Trustee's Quitclaim Deed from Sam D. Hodges, III, Trustee, of record in Book 5375, Page 611, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said A. A. Colebrooke, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said A. A. Colebrooke his 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, ~~in~~ cash in hand paid, I, the said A. A. Colebrooke

do hereby transfer and convey unto Sam D. Hodges, III, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said A. A. Colebrooke 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 $ insurable amount 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 interst may appear.

I 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 I 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 I, the said A. A. Colebrooke 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 I 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; If I 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 trust conveyance. I 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. I 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 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 A. A. Colebrooke, his 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 Sam D. Hodges, III, Trustee, shall be vested in said successor.

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 Fred J. Cassetty, Jr., and A. A. Colebrooke

~~xxxx~~

hereunto set our hands at Nashville, Tennessee, this the 15th day of December 19 78

Fred J. Cassetty, Jr.
FRED J. CASSETTY, JR.

A. A. COLEBROOKE

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Fred J. Cassetty, Jr., and A. A. Colebrooke

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 15th day of December, 19 78

Commission Expires 10-17-82

Katie Jane Winstead
Notary Public

KATIE JANE WINSTEAD NOTARY PUBLIC DAVIDSON CO.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5376 PAGE 716

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

, Notary Public.

Commission expires .

(over for additional acknowledgements)

DEC 19 78	CONV	13,500.00			
DEC 19 78	MORT'G	*9,000.00			
DEC 19 78	S'TAX		B*	35.10	
DEC 19 78	S'TAX		B*	7.00	
DEC 19 78	PR'FEE		B*	.50	
DEC 19 78	W'DEED		B*	8.00	* 50.60

INSTALLMENT DEED

FROM FRED J. CASSETTY, JR.

TO A. A. COLEBROOKE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 0 5 8 9 7

IDENTIF. REFERENCE

DEC 19 2 39 PM '78

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

File Box 21

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
A. A. Colebrooke (NAME)	SAME (NAME)	
P O Box 110495 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	118-1-417
Nashville Tenn 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Sam D. Hodges, III
Attorney at Law
Grissim and Short, Attorneys
1400 American Trust Building
Nashville, Tennessee
37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 13,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF December 19 78.

Notary Public

MY ~~COMMISSION EXPIRES~~: Dep. Reg.

(~~AFFIX SEAL~~)