BOOK 5391 PAGE 910

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Joel H. Moseley and

Floyd W. Kephart, Jr.

TO
First American National Bank and
Andrew Benedict, Trustees under Agreement
of Dr. B. F. Byrd, Sr.

For draftsman's use
This instrument was prepared by
Joel H. Moseley, Attorney at Law
2501 Hillsboro Road
Nashville, Tennessee 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
(NAME) First American National	(same) (NAME) Bank and Andrew Benedict, Trustees	92-15 132 p.w.
(STREET ADDRESS OR ROUTE NUMBER) Trust Department, Nashville, TN 37237	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

FEB 2 11 08 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F.1.2569

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 121,500.00

FIRST AMERICAN NATIONAL BANK, C.T.

BY _____ Affiant Vice

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 DAY OF January 1979.

Edward Kent Heinsohn Jr.
Notary Public

MY COMMISSION EXPIRES: 11-9-82

(AFFIX SEAL)

DAVIDSON CO.

FOR AND IN CONSIDERATION OF the sum of one hundred twenty-one thousand five hundred and 00/100 ($121,500.00) DOLLARS

of which $ 93,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed two installment deed notes in the principal amount of $14,250.00 each with interest thereon at the rate of 8 1/2% per annum payable in 60 equal monthly installments.

992 02/02 346.90- CHECK

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,

Joel H. Moseley and Floyd W. Kephart, Jr.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto First American National Bank and Andrew Benedict, Trustees under agreement by Dr. B.F. Byrd, Sr. of August 31, 1959.

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

Being part of the unnumbered Elliston Property as shown on the Plan of record in Book 21, page 141, Register's Office for said County and described as follows:

Beginning at a point in the northerly margin of West End Avenue 172.4 feet more or less east of the easterly margin of 25th Avenue South at a cross mark on the sidewalk, at the southeast corner of the property formerly owned by Love; thence northerly 91.5 feet more or less to the southwest corner of the property conveyed to Joe Frank, et al, by Deed from H. B. Burks and wife, of record in Book 1088, page 182, said Register's Office; thence along Frank et al's south line easterly 50 feet to a point at Frank's et al's southeast corner in the west line of the property owned by A. Herbert Rodgers; thence along Rodgers' west line southerly 97 feet 10 inches more or less to the northerly margin of West End Avenue at a cross cut on the sidewalk 330 feet more or less west of the westerly margin of 24th Avenue; thence with the margin of West End Avenue westerly 50 feet to the point of beginning.

Being the same property conveyed to Floyd W. Kephart, Jr. and Joel H. Moseley by deed from Carolyn Lusk Barr and Betsy Lusk Yeomans of record in Book 4782 page 754 Register's Office for Davidson County, Tennessee.

unimproved ( )
is is improved (X) property, known as 2412 West End Avenue, Nashville, Tennessee 37203
(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 Joel H. Moseley 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 its replacement value against the loss or damage by fire, and to have the policy or policies so issued payable 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:

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, the said grantors and grantee, have hereunto set our hands this the 30th day of January 19 79.

First American National Bank, Trustees
BY: VICE PRESIDENT AND TRUST OFFICER

Andrew Benedict, Trustee

Joel H. Moseley

Susan H. Moseley

Floyd W. Kephart, Jr. (unmarried)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Cally Anderson, a Notary Public in and for said County and State, the within named Joel H. Moseley, Susan H. Moseley and Floyd W. Kephart, Jr. Grantors and Andrew Benedict, Trustee, grantee 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 Tennessee, this 31st day of January, 1979

Cally Anderson Notary Public.

Commission expires My Commission Expires Sep 18 1979

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Edsel Ford Holman, Jr. a Notary Public of the State and County aforesaid, personally appeared W. A. BYRN, JR., with whom I am personally acquainted, and who, upon oath, acknowledged him self to be VICE PRESIDENT AND TRUST OFFICER of the First American National Bank, Trustee, the within named bargainor, a corporation, and that he as such VICE PRESIDENT AND TRUST OFFICER, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as VICE PRESIDENT AND TRUST OFFICER.

Witness my hand and seal, at office in Nashville TN this 31 day of January, 1979

Edsel Ford Holman, Jr. Notary Public.

Commission expires 11-8-80