THIS INSTRUMENT PREPARED BY:
Martin & Cochran, Attorneys
226 Third Avenue, N.
Nashville, Tennessee 37201

Installment Deed

BOOK 5392 PAGE 135

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James T. Granbery, Jr., Trustee	same	160-93
c/o Charles F. Cornelius, Esq.	(NAME)	
18th Fl., Third National Bank Bldg.	(STREET ADDRESS)	
Nashville, Tn 37219		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Mail

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED EIGHTY THOUSAND and 00/100----------($180,000.00)---------- *Dollars,*

of which FIFTY THOUSAND AND 00/100----------($50,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of ONE HUNDRED THIRTY THOUSAND and 00/100----------($130,000.00)---------- *Dollars,*

JAMES T. GRANBERY, JR., TRUSTEE

*ha*S *executed*

his two (2) promissory lien notes of even date herewith, each in the principal amount of SIXTY-FIVE THOUSAND and 00/100----($65,000.00)--- Dollars, payable to the order of GEORGIE MAI HILL FESSEY, bearing interest at the rate of eight and one-half (8-1/2%) percent per annum, payable annually, the first of which notes is due and payable on February 3, 1980, and the second of which is due and payable on February 3, 1981,

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, I, Georgie Mai Hill Fessey

have this day bargained and sold, and do hereby transfer and convey unto the said James T. Granbery, Jr., Trustee, his

(successors), heirs and assigns,

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

A certain tract or parcel of land fronting on Hill Road in Davidson County, Tennessee, described as Parcel 93 on Tax Map 160 of record in the office of the Tax Assessor of the Metropolitan Government of Nashville and Davidson County, Tennessee, and further described as follows:

BEGINNING at a point in the northerly margin of Hill Road, said point being the southwest corner of the land conveyed herein and the southeast corner of that certain tract of land conveyed to Bernard E. Ferguson and wife, E. Dolores Ferguson, by deed from Ione Mary Steltemeier, of record in Book 3536, page 517, R.O.D.C., Tennessee; thence, in a northerly direction with the easterly boundary of Ferguson's land approximately 395 feet to the center of a creek; thence, in a north-easterly direction with the center of said creek and its meanders to a point in the center of said creek, and in the southern boundary of Brentview Hills Subdivision, the plan of which is of record in Book 3300, page 43, R.O.D.C., Tennessee, which point is the northwest corner of that certain tract of land conveyed to Brentview Development Company by deed from Georgie Mai Hill Fessey, of record in Book 3851, page 928, R.O.D.C., Tennessee; thence, in a southerly direction

continued on next page

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 180,000.00

Affiant

Subscribed and sworn to before me, this the 3rd day of February 19 79

My commission expires My Commission Expires MAY 1, 1979

(Affix Seal)

Georgie Mai Hill Fessey

Sarah Dwight

Notary Public

SARAH DWIGHT NOTARY PUBLIC DAVIDSON COUNTY

with the western boundary of Brentview Meadows, Section One, Subdivision, the plan of which is of record in Book 3842, page 5, R.O.D.C., Tennessee, to a point in the northerly margin of Hill Road, said point being the southwest corner of said Brentview Meadows, Section One, Subdivision and the southeast corner of the land conveyed herein; thence, in a westerly direction with the northerly margin of Hill Road to the point of beginning, containing 18.3 acres, more or less.

Being part of the same property conveyed to Georgie Mai Hill Fessey by deed from W. G. Hill and wife, Beulah Drumwright Hill, of record in Book 882, page 85, R.O.D.C., Tennessee, which part is all of the property conveyed therein and thereby remaining after the following conveyances, which are excluded from this conveyance:

1. Deed from Georgie Mai Hill Fessey, et al., to P. C. Vietti, et ux., of record in Book 1115, page 648, R.O.D.C., Tennessee;
2. Deed from Georgie Mai Hill Fessey, et al., to Margaret R. Smartt, of record in Book 1258, page 30, R.O.D.C., Tennessee;
3. Deed from Georgie Mai Hill Fessey, et al., to Brent G. Clark, et ux., of record in Book 1518, page 7, R.O.D.C., Tennessee;
4. Deed from Georgie Mai Hill Fessey, et al., to Brentview Development Company, of record in Book 3311, page 133, R.O.D.C., Tennessee; and,
5. Deed from Georgie Mai Hill Fessey to Brentview Development Company, of record in Book 3851, page 928, R.O.D.C., Tennessee.

THIS CONVEYANCE is expressly made subject to all liens, easements and restrictions, which are of record in the Register's Office for Davidson County, Tennessee, including, without limiting the generality of the foregoing, the following:

1. Lien for ad valorem taxes for the year 1979, which have been prorated and the payment of which is assumed by the grantee; and,
2. Easement for sewer and storm drainage (permanent and temporary) to Metropolitan Government of Nashville & Davidson County, Tennessee, of record in Book 4896, page 826, R.O.D.C., Tennessee.

unimproved (X)
This is improved ( ) property, known as ..... (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 JAMES T. GRANBERRY, JR., TRUSTEE, his ..... *(successors), 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.*, except as set forth hereinabove.

I *further covenant and bind* myself, my ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* James T. Granbery, Jr., Trustee, his ..... *(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 James T. Granbery, Jr., Trustee, ... *hereinafter referred to as trustors, hereby transfer and convey unto* G. Rhea Bucy ....., *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 $not applic ....., *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 when 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 3rd *day of* February, *19* 79.

Georgie Mai Hill Fessey

James T. Lowery, Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sarah Gwaltney, *a Notary Public in and for said County and State,* Georgie Mai Hill Fessey

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 3rd *day of* February, *19* 79.

Sarah Gwaltney
Notary Public

SARAH GWALTNEY NOTARY PUBLIC DAVIDSON COUNTY

Commission expires My Commission Expires April 1, 1979

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sarah Gwaltney, *a Notary Public in and for said County and State,* James T. Granbery, Jr., Trustee,

the within named 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 Nashville, Tennessee
this 3rd *day of* February, *19* 79

Sarah Gwaltney *Notary Public*

Commission expires Commission Expires May 1, 1979

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

1115 02/05 604.50- CHECK

INSTALLMENT DEED

FROM
GEORGIE MAI HILL FESSEY

TO
JAMES T. GRANBERY, JR.,
TRUSTEE

F. I. 2 6 7. 0

IDENTIF. REFERENCE

FEB 5 8 26 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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