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BOOK 5392 PAGE 245

INSTALLMENT DEED

GEORGE B. TREADWAY and wife, DIXIE S. TREADWAY to WAYNE BURNETT and wife, SANDRA G. BURNETT	THIS INSTRUMENT PREPARED BY: Michael J. Philbin, Attorney 300 James Robertson Parkway Nashville, Tennessee 37201

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL #
Wayne Burnett 361 Hester Ave. Nashville, Tenn.	Dixe S. Treadway 607 Lake Shore Drive Leesburg, Florida 32748	Map 119-1 Parcel # 54 Field Book # 6DA 15623

For Register's Use:

F. I. 2. 7. 2. 6.

IDENTIF. REFERENCE

FEB 5 10 12 AM '79

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 $15,700.00.

Wayne Burnett
Affiant

Sworn to and subscribed before me this 9th day of February, 1979.

Notary Public

Commission Expires: 8-18-81

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND SEVEN HUNDRED AND NO/100 ($15,700.00) Dollars, of which TWO HUNDRED AND NO/100 ($200.00) Dollars has been paid in cash by the Grantees hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantees promise to pay to the order of the Grantors the principal sum of FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 ($15,500.00)Dollars in monthly installments of One Hundred Thirty Six and 98/100 ($136.98) Dollars each, including principal and interest at the rate of eight and three quarters (8/3/4%) per cent per annum, commencing on February 1, 1979, and continuing on the first day of each month thereafter for 240 months or until paid in full. A reasonable late charge may be assessed in addition to such monthly installment not received by the noteholder on or before the 9th day of the month in which it is due. A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforementioned note including principal, interest, attorneys fees, and the costs of collection.

George B. Treadway and wife, Dixie S. Treadway, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto Wayne Burnett and wife, Sandra G. Burnett, herein called Grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being the east 35 feet of Lot No. 29 and the west 23 feet of Lot No. 30 on the Map of the Subdivision of G. P. Rose's Property, of record in Book 547, Page 74, Register's Office for said County.
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> Said parts of said lots adjoin and front together 58 feet on the south side of Hester Avenue and run back between lines 156.2 feet on the west line of part of Lot No. 29 and 161.1 feet on the east line

of part of Lot No. 30 to a dead line in the rear on which they measure 58.1 feet, more or less.

EXCLUDED from this conveyance is that portion of part of Lot. No. 29 and part of Lot 30 conveyed to the State of Tennessee, Department of Highways, by instrument of record in Book 4371, Page 551, Register's Office for said County, described as follows:

BEGINNING at a point in a dead line, being Katherine Hahn's northwest corner and being 23 feet east of the common corner of Lots 29 and 30 on said plan; thence with said deed line westwardly 58.1 feet to H. N. Brittian's souteast corner; thence with Brittian's line northwardly 94.2 feet to a point; thence south 69 deg. 26' East 60.6 feet to Hahn's west boundary;thence with said boundary southwardly 80.5 feet to the point of beginning and containing 0.114 acres more or less.

Being the same property conveyed to George B. Treadway and wife, Dixie S. Treadway, by deed from The Most Rev. James D. Niedergeses, of record in Book 5231, Page 200, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to a Deed of Trust of record in Book 5259, Page 583, Register's Office for Davidson County, Tennessee, which Deed of Trust is not assumed by Grantees. Grantors agree to pay the note secured by said instrument in accordance with the terms stated therein. The vendor's lien created herein is subordinated to the above described lien. Should grantors fail to pay said notes as agreed, Grantees or their assigns may proceed to pay said note and deduct such payments from the amounts due on the note secured by the vendor's lien retained in this instrument.

Borrower may prepay the principal amount outstanding in whole or in part subject to the terms set forth in the note secured by this instrument. It is understood and agreed that in the event the entire indebtedness secured by this instrument is tendered to the Grantors, the aforementioned Deed of Trust, constituting a first and only lien against the property, will be paid off in full.

In the event the Grantees seek to transfer part or all of their interest in the property hereinabove described without tendering the balance of the entire indebtedness then owed, the Grantors will have the option to either approve or disapprove an assumption of the debt by the new Grantees and if such a sale or transfer occurs without Grantors' prior written consent, excluding (a) the creation by Grantees of a lien or encumbrance subordinate to this installment deed, (b) the creation of a purchase money security interest on 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, then Grantors may at their option declare all of the sums secured by this installment deed to be immediately due and payable and may exercise such remedies as are granted in this instrument upon default. In the event Grantors approve of an assumption of this debt in writing, the Grantors may reset the interest rate set forth in the note secured by this installment deed;however, in no event shall the interest rate exceed the legal rate of interest then prevailing.

This is improved property known as 361 Hester Avenue, Nashville, Tennessee, 37212.

TO HAVE AND TO HOLD 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 and lawful right to convey it, and that the same is unencumbered.

We further coyenant 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 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 dollars to us in hand paid, we, the said Grantees herein, do hereby transfer and convey unto Michael J. Philbin, 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 $15,700.00 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 assesses 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 or 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, 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 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 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:

First, 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 th execution of this conveyance, and the enforcement of said lien; also the expense of any such litigation.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, 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 this trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 26 day of January, 1979.

Wayne Burnett
WAYNE BURNETT

George B. Treadway
GEORGE B. TREADWAY

Sandra G. Burnett
SANDRA G. BURNETT

Dixie S. Treadway
DIXIE S. TREADWAY

STATE OF FLORIDA)
COUNTY OF Sumter)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named GEORGE B. TREADWAY and wife, DIXIE S. TREADWAY, 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 Wildwood, Florida, this 26 day of January, 1979.

Shirley M Jacobs
NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires May 24, 1981
Bonded By American Fire & Casualty Company

MY COMMISSION EXPIRES:

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 Wayne Burnett and wife, Sandra G. Burnett, 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 2nd day of February, 1979.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-17-81