INSTALLMENT DEED

For and in Consideration of the sum of Eight Thousand Five Hundred One and NO/100 ($8,501.00)..... Dollars,

of which One and NO/100 ($1.00)..... Dollars,

has been paid in cash by John K. Gray and wife, Joanne E. Gray

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand Five Hundred and NO/100 ($8,500.00)..... Dollars,

the said John K. Gray and wife, Joanne E. Gray have executed their promissory note of even date herewith, payable to the order of Delma G. Harden in the principal sum of $8,500.00, with principal and interest at the rate of seven per cent (7%) per annum on the unpaid principal balance payable in 120 consecutive monthly installments of $98.70 each, commencing this date,

~~all of said notes bearing six per cent interest from date;~~ and providing for payment of 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, I, Delma Jane Gillum Harden a widow, the same person as Delma G. Harden

have this day bargained and sold, and do hereby transfer and convey unto the said John K. Gray and wife, Joanne E. Gray their heirs and assigns,

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

Being part of Lots Nos. 209 and 211 in Block No. 8, Charlotte Park Company's First Addition, as of record in Book 57, page 103, Register's Office for said County, described according to a survey by Dickson Survey Company dated 1-30-79 as follows:

Beginning at the southeast intersection of 44th Avenue, North and an alley, being the northwest corner of said Lot No. 211; thence with the southerly margin of said alley, South 86 degrees, 00 minutes, 00 seconds East, 61.00 feet to a point in said southerly margin of said alley; thence South 4 degrees, 00 minutes, 00 seconds West, 26.00 feet to an iron pin; thence North 86 degrees, 00 minutes 00 seconds West, 61.00 feet to an iron pin in the easterly margin of 44th Avenue North; thence with the easterly margin of 44th Avenue North, North 4 degrees, 00 minutes, 00 seconds East, 26.00 feet to the point of beginning. Containing 0.036 acres, more or less.

Being part of the property conveyed to Velmer Lester Harden and wife, Delma Jane Gillum Harden by deed from Viola H. Lawrence, et al, of record in Book 4237, page 502, said Register's Office, the said Velmer Lester Harden having since died.

The property herein conveyed being all of said Lots Nos. 209 and 211 except the parts thereof which were conveyed to Park Avenue Baptist Church by deed from the said Velmer Lester Harden and wife, Delma Jane Gillum Harden, of record in Book 4615, page 121, said Register's Office.

This is unimproved ( ) improved (X) property, known as 320 - 44th Ave. No., Nashville, Tn. 37209
(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 John K. Gray and wife, Joanne E. Gray

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 by 1979 taxes, which are assumed by Grantees.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said John K. Gray and wife, Joanne E. Gray 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 John K. Gray and wife, Joanne E. Gray

do hereby transfer and convey unto J. E. Gillum, 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 John K. Gray and wife, Joanne E. Gray

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 $8,500.00 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 interst 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 John K. Gray and wife, Joanne E. Gray 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 trust 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 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 John K. Gray and wife, Joanne E. Gray 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 J. E. Gillum, 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 Delma Jane Gillum Harden, John K. Gray and Joanne E. Gray hereunto set our hands at Dickson, Tennessee, this the 1st day of February 1979

John K. Gray

Delma Jane Gillum Harden

Joanne E. Gray

STATE OF TENNESSEE
Davidson 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_____Tennessee, this_____ day of_____, 19____

_____, Notary Public.

Commission Expires_____

STATE OF TENNESSEE

DICKSON **County.**

Personally appeared before me, B. T. Fuqua, a Notary Public in and for said County and State, the within named Delma Jane Gillum Harden, John K. Gray and Joanne E. Gray

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 Dickson, Tennessee this 2nd day of February, 19 79

B. T. Fuqua, Notary Public.

Commission Expires 4/25/79

B. T. FUQUA NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5393 PAGE 673

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)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 13368

IDENTIF. REFERENCE

FEB 8 3 17 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

FOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John K. Gray, et ux (NAME)	Same (NAME)	Map 91-16
300 Spring Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 19.1
Dickson, Tn. 37055 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	12 W 4TH S

THIS INSTRUMENT WAS PREPARED BY

Mr. Leroy J. Ellis, III
Attorney at Law
421 Charlotte Avenue
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } DICKSON

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

$8,501.00

John K. Gray
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF February 1979.

Notary Public

MY COMMISSION EXPIRES: 4-25-79

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE