This instrument prepared by: William B. Bradley, Attorney
P. O. Box 217
Brentwood, Tennessee 37027

Send Tax Bills To Buyer:

2574 Willow Branch Drive
Nashville, Tennessee 37217

mail

INSTALLMENT DEED

BOOK 5407 PAGE 385

For and in consideration of the sum of Ninety Thousand Dollars ($90,000.00) of which Twenty-Five Thousand Dollars ($25,000.00) has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory Installment Deed Note of even date herewith, in the principal sum of Sixty-Five Thousand Dollars ($65,000.00) payable to Anne S. Dozier on the 31st day of December, 1980, including principal and interest and providing for payment of attorney's fees, and to secure the payment of said note, principal, interest and attorney's fees, a lien is expressly retained by Anne S. Dozier on the land herein conveyed;

I, Anne S. Dozier, hereinafter called the grantor, have this day bargained and sold and do hereby transfer and convey unto Frank Ovsenar, Bruce A. O'Neill and Frank Carano as tenants in common and not as joint tenants, hereinafter called the grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

PARCEL 1.

118-7
Par 175
To

LAND in Davidson County, Tennessee, being Lot No. 9 of Block "E" on the Plan of Berry Hill Gardens Subdivision, of record in Book 1130, page 36, Register's Office for Davidson County, Tennessee.

SAID Lot No. 9 fronts 81.0 feet on the easterly margin of Columbine Place and extends back between lines, 138.9 feet on the northerly line and 125.0 feet on the southerly line, to a dead line in the rear, on which it measures 50.0 feet.

BEING the same property conveyed to Anne S. Dozier, by deed from Anne S. Dozier and Charles M. Broome, III, Co-Executors of the estate of Hugh M. Dozier, of record in Book 5381, page 865, Register's Office for Davidson County, Tennessee.

PARCEL 2.

118-11
Par 74
To

LAND in Davidson County, Tennessee, being Lot No. 8 on the Plan of Berry Hill Gardens, Block E, as of record in Book 1130, page 36, Register's Office for Davidson County, Tennessee.

SAID Lot No. 8 fronts 75 feet on the easterly margin of Columbine Place and extends back between parallel lines 125 feet to a dead line in the rear, on which it measures 75 feet.

BEING the same property conveyed to Anne S. Dozier, by deed from Anne S. Dozier and Charles M. Broome, III, Co-Executors of the estate of Hugh M. Dozier, of record in Book 5381, page 863, Register's Office for Davidson County, Tennessee.

PARCEL 3.

LAND in Davidson County, Tennessee, being Lot No. 2 of

Block "E" on the Map of Berry Hills Garden Subdivision, as of record in Book 1130, page 36, Register's Office for said County.

118-11 Par 80 To

SAID Lot No. 2 fronts 75 feet on the easterly margin of Columbine Place, and extends back between parallel lines 125 feet to a dead line in the rear.

BEING the same property conveyed to Anne S. Dozier, by deed from Anne S. Dozier and Charles M. Broome, III, Co-Executors of the estate of Hugh M. Dozier, of record in Book 5381, page 867, Register's Office for Davidson County, Tennessee.

PARCEL 4.

118-11 Par 66 To

LAND in Davidson County, Tennessee, being Lot No. 33, Block "D", on the Map of Berry Hill Gardens, as of record in Book 1130, page 36, Register's Office for said County.

SAID Lot No. 33 fronts 90 feet on the westerly side of Columbine Place, and runs back between lines, 128.5 feet on the north line and 123.8 feet on the south line, to a dead line and measures 39.5 feet.

BEING the same property conveyed to Anne S. Dozier, by deed from Anne S. Dozier and Charles M. Broome, III, Co-Executors of the estate of Hugh M. Dozier, of record in Book 5381, page 861, Register's Office for Davidson County, Tennessee.

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. 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 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, 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 William B. Bradley, 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 properties, insured in some reliable fire insurance company or companies for at least the sum of $20,000.00 each until the note 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 and holder of said note, as his interest may appear. We further agree to keep the improvements on said properties 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 note, 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 note aforesaid when due, according to its 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 said installment note 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 note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, the entire balance shall be come 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 properties 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 said installment note, enter and take possession of said properties, 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 properties, 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 properties. 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 the unpaid note herein secured, and any and all sums expended in the protection of said properties, as herein authorized.
4th. The residue, if any, will be paid to the grantees, 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 installment 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.

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 grantor and grantees, have hereunto set our hands effective the 1st day of March, 1979.

Anne S. Hozier — Bruce A. O'Neill

Frank Fowler — Frank Parsons

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is $90,000.00.

Affiant

Subscribed and sworn to before me, this 8th day of March, 1979.

Margaret C. Parsons
Notary Public — My Commission Expires 10-17-82

MARGARET C. PARSONS NOTARY PUBLIC STATE OF TENNESSEE

9719 03/19 305.50- CHECK

STATE OF PENNSYLVANIA
COUNTY OF Philadelphia

BOOK 5407 PAGE 388

Personally appeared before me, Beverly A. Rhodes, a Notary Public in and for said County and State, the within named

Frank Carano

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Philadelphia, Pennsylvania, this 28th day of February, 1979.

Commission Expires: May 3, 1982

Beverly A. Rhodes
Notary Public

STATE OF _____
COUNTY OF _____

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 _____, 1979.

Commission Expires: _____

_____
Notary Public

FILED 1979 MAR 19 1 39 PM '79
FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
F.I. 9 2 7 6

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Margaret C. Landers, a Notary Public in and for said County and State, the within named

Anne S. Dozier Frank Ovsenar Bruce A. O'Neill

the bargainors, with whom I am personally acquainted, and who acknowledged that we executed the within instrument for the purposes therein contained. Witness my hand and official seal at Brentwood, Tennessee, this 1st day of March, 1979.

Commission Expires: October 17, 1982

Margaret C. Landers
Notary Public

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5407 PAGE 389

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

90000.00- CAMT.
65000.00- MAMT.
234.00 CSTAX
63.00 MSTAX
.50 PRFEE
8.00 WDEED
CHECK 305.50-
9719A03/19/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 19276

IDENTIF. REFERENCE

MAR 19 1 39 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 071296