INSTALLMENT DEED

For and in Consideration of the sum of Twenty-six Thousand ($26,000.00) Dollars, of which Eight Thousand ($8,000.00) Dollars, has been paid in cash by H. E. McClanahan and Joel H. McClanahan the receipt of which is hereby acknowledged, and for the remainder Eighteen Thousand ($18,000.00) Dollars, the said H. E. McClanahan and Joel H. McClanahan have executed their joint promissory note payable to the order of William L. Dunn and Esther C. Dunn payable in 180 monthly installments of $177.26. The first of said installments to be paid 90 days from the date of this instrument with interest included in the monthly installments at the rate of 8.5% per annum, said interest not to begin until 60 days from the date hereof.

~~of said notes bearing six percent 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, we, William L. Dunn and wife, Esther Cannon Dunn,

have this day bargained and sold, and do hereby transfer and convey unto the said H. E. McClanahan and Joel H. McClanahan, as joint tenants with right of survivorship, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly 60 feet of the easterly 90 feet of Lot No. 33 on the Map of Kenmore Place, of record in Book 332, pages 32 and 33, Register's Office for said County.

SAID part of said lot fronts 60 feet on the northerly side of Maxey Lane and runs back between parallel lines 200 feet to the southerly margin of an alley, now closed.

BEING the same property conveyed to William L. Dunn and wife, Esther Cannon Dunn, by deed from Aubrey Ring and wife, Joyce W. Nicholson Ring, of record in Book 4831, page 671, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

Easements of record in Book 4277, page 753; Book 4281 page 286; Book 4831, page 672; and Book 4958, page 659, R.O.D.C.T

(Grantors further quitclaim any and all rights they may have in and to an alley now closed in the rear of the above-described property.)

This is unimproved ( ) improved (X) property, known as 1111 McGavock Pike, Nashville, TN 37216
(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 H. E. McClanahan and Joel H. McClanahan, 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 said real estate to said H. E. McClanahan and Joel H. McClanahan, 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 H. E. McClanahan and Joel H. McClanahan

do hereby transfer and convey unto R. Kent Wildman, 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 H. E. McClanahan and Joel H. McClanahan 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 $26,000.00 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 H. E. McClanahan and Joel H. McClanahan 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 H. E. McClanahan and Joel H. McClanahan, their 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 R. Kent Wildman, 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 William L. Dunn, Esther Cannon Dunn, H. E. McClanahan and Joel H. McClanahan hereunto set our hands at Nashville, Tennessee, this the 14 day of April 19 79

H. E. McClanahan

Joel H. McClanahan

William L. Dunn

Esther Cannon Dunn

STATE OF TENNESSEE
Davidson County

Personally appeared before me, The undersigned, a Notary Public in and for said County and State, the within named William L. Dunn, Esther Cannon Dunn, H. E. McClanahan and Joel H. McClanahan

the bargainor 5, with whom I am personally acquainted, and who acknowledged that TAET executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 14 day of April, 1979

Commission Expires Nov 26, 1980

Notary Public AT LARGE

STATE OF _____

_____ **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 _____ this _____

day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5422 PAGE 14

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)

Mail Same as New Owner
Cancelled Chg.

INSTALLMENT DEED

FROM
William L. Dunn ETUX

TO
H. E. McClanahan ETAL

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 24411

Mail
1 cw.

IDENTIF. REFERENCE

APR 17 9 38 AM '79

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H. E. McClanahan Etal (NAME)	Same as New Owner (NAME)	72-6; 247
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

R. Ken Wildman, Attorney
217 Second Avenue North
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 26,000.00 Glenn R. State
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE

14 DAY OF April 19 79.

Notary Public

MY COMMISSION EXPIRES: Nov 26 1980

(AFFIX SEAL)

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

RECEIVED OF BOOK 5422 PAGE 15

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
			26000.00- CO	
			18000.00- MO	
			67.60 CO TX	
			16.00 MO TX	
			.50 PRFEE	
			8.00 WDEED	
			CHECK	92.10-
6348	A	04/17/79	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 2 4 4 1. 1.

IDENTIF. REFERENCE

APR 17 9 30 AM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 677679