This instrument prepared by:
Thomas J. Stack, Jr., Attorney
First American Center
Nashville, Tennessee 37238

BOOK 5455 PAGE 203

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
N. Eddie Montgomery	Same as New Owner	118-13-133
(NAME:) 24th Floor--L&C Tower	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37219	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Fifty nine thousand nine hundred and no/100---------- ($59,900.00) Dollars, of which Four thousand ($4,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Fifty five thousand nine hundred and no/100-- ($55,900.00) Dollars,

N. Eddie Montgomery has executed

his promissory note of even date herewith in the principal amount of $55,900.00, payable to the order of The Gibraltar Trust, as follows, in monthly payments of $500.00 each on the 22nd day of September, October and November, 1979, which payments include accrued interest only and one payment of $57,195.00 on December 22, 1979 or on the date of a subsequent sale of the property, which ever occurs first, which payment includes principal and the unpaid accrued interest, said note bearing interest at the rate of 10% per annum.

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,

The Gibraltar Trust

have this day bargained and sold, and do hereby transfer and convey unto the said

N. Eddie Montgomery

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 10 on the Map of Lipscomb Heights, as of record in Book 2083, page 61, Register's Office for Davidson County, Tennessee.

Said Lot No. 10 fronts 90 feet on the westerly side of Albert Drive and runs back between lines 230.5 feet on the northerly line and 235 feet on the southerly line to a dead line in the rear on which it measures 95 feet.

Being the same property conveyed to The Gibraltar Trust by deed from George E. Griggs, Jr., of record in Book 5377, page 610, Register's Office for said County.

OFFICIAL SEAL
LINDA M. PETERSON
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Jan. 18, 1981

State of California
County of Orange

~~STATE OF TENNESSEE~~ }
~~COUNTY OF DAVIDSON~~ } The actual consideration or value whichever is greater, for this transfer is $ 59,900.00

Subscribed and sworn to before me, this the 20 day of June 19 79

My commission expires: Jan 18 1981 (Affix Seal)

The Gibraltar Trust by
Affiant TRUSTEE

Notary Public

unimproved ( )
This is improved (X) property, known as Albert Drive (House Number) Nashville, Tennessee (Street) 37204 (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 Grantees their (successors), 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 Grantees, their (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 Grantees hereinafter referred to as Trustors, hereby transfer and convey unto Thomas J. Stack, Jr. 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:

If 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 $ 56,000.00 or for 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 20 *day of* June *19* 79 *, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

N. Eddie Montgomery

The Gibraltar Trust

By: Pickett Scott, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary W. Anderson *, a Notary Public in and for said County and State,* N. Eddie Montgomery

the within named 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 Nashville *Tennessee, this* 20th *day of* June *, 19*79*.*

Mary W. Anderson *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Commission expires 1-18-82

~~STATE OF TENNESSEE~~ } State of California
~~COUNTY OF DAVIDSON~~ } County of Orange

OFFICIAL SEAL
~~LINDA M. PETERSON~~
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Jan. 18, 1981

Personally appeared before me, LINDA M. PETERSON *, a Notary Public in and for said County and State,* Pickett Scott, Trustee of the Gilbraltar Trust

the within named 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 FULLERTON, CALIF. ~~Tennessee~~ *this* 20 *day of* JUNE *, 19*79

Linda M. Peterson *Notary Public*

Commission expires Jan 18, 1981

INSTALLMENT DEED

FROM The Gibraltar Trust

TO N. Eddie Montgomery

F 36431

IDENTIF. REFERENCE

JUN 25 3 32 PM '79

FEE $ 1.00 REGISTER
DAVIDSON COUNTY, TENN.

PLEASE RETURN TO:
Compliments of
Chicago Title Insurance Company
First Floor — First American Center
ATTN: Tom Stack
Phone 255-4631
NASHVILLE, TENNESSEE 37238
G - 236740

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

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

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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
			55900.00-	CO
			55900.00-	MO
			155.74	CO TX
			53.90	MO TX
			.50	PRFEE
			4.00	WDEED
				CHECK 214.14-
			1860A06/25/79	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 36431

IDENTIF. REFERENCE

JUN 25 3 32 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 692742