**LIMITED

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
First American National Bank of Nashville and Dan W. Maddox as Co-Trustees under the Will of Jay E. Moore, deceased
TO
Pauline Shaw Eckhardt

File car

For draftsman's use

THIS INSTRUMENT PREPARED BY:
Dearborn & Ewing, Attorneys
Suite 1200, One Commerce Place
Nashville, Tennessee 37219

BOOK 5472 PAGE 258

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Pauline Shaw Eckhardt (NAME)	Same (NAME)	156-49 (part of)
1910 West End Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn 37203 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$67,000.00 Pauline Shaw Eckhardt
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF Dec., 19[illegible].

Notary Public

MY COMMISSION EXPIRES: [illegible]
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Sixty-Seven Thousand and No/100---------- DOLLARS

of which $ 17,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed an Installment Deed Note payable to Grantor in the original principal amount of $49,500.00 with interest as provided in said note, payable as follows: On September 1, 1979, interest only shall be due and payable on the then outstanding principal balance; on October 1, 1979, the principal sum of $2,000.00 shall be due and payable, and interest on the then outstanding principal balance; on November 1, 1979, the sum of $450.85 shall be due and payable, and thereafter a like sum on the 1st day of each consecutive month for a total of 119 monthly installments, each installment being first applied to interest then due and the remainder to principal, and a final or 120th installment due October 1, 1989, for all remaining principal and accrued interest then due,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, First American National Bank of Nashville and Dan W. Maddox as Co-Trustees under the Will of Jay E. Moore, deceased ("Grantor")

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Pauline Shaw Eckhardt ("Grantee")

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN).

**All warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor.

Grantee expressly agrees that Grantee, by the acceptance of this conveyance, hereby accepts the property conveyed, and the improvements thereon, in their presently existing condition.

unimproved ( )
This is improved (XX) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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. 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 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 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 grantees herein do hereby transfer and convey unto Stephen C. Baker 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 $_____ 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 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 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 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 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 advise 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 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 his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 19th day of July, 19 79.

Pauline Shaw Eckhardt

Pauline Shaw Eckhardt

FIRST AMERICAN NATIONAL BANK OF NASHVILLE
Co-Trustee
By: Mark D. Linville
Vice President & Trust Officer

Dan W. Maddox, Co-Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Edsel Ford Holmay Jr., a Notary Public in and for said County and State, the within named Dan W. Maddox

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 Nashville Tennessee, this 19th day of July, 1979.

Edsel Ford Holmay Jr., Notary Public.

Commission expires 11-8-80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ~~Mark D. Linville~~ Edsel Ford Holmay Jr., a Notary Public of the State and County aforesaid, personally appeared Mark D. Linville

with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Vice-President and Trust Officer of the First American National Bank of Nashville

the within named bargainor, a corporation, and that he as such Vice-Pres. & Trust Off. being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Vice-Pres. & Trust Officer.

Witness my hand and seal, at office in Nashville, Tennessee this 26th day of July, 1979.

Edsel Ford Holmay Jr., Notary Public.

Commission expires 11-8-80

BOOK 5472 PAGE 260

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela Ann Allen, a Notary Public in and for said County and State, the within named Pauline Shaw Eckhardt, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 26th day of July, 1979.

Pamela Ann Allen
Notary Public

My Commission Expires: January 15, 1983

F 4 2 5 6 4

IDENTIF. REFERENCE

Jul 27 10 53 AM '79

FEES $ 1.50 RECORDER
DAVIDSON COUNTY, TENN.

EXHIBIT A

Land in the 9th Civil District of Davidson County, Tennessee, as described on a boundary survey dated July 9, 1979, prepared by Turner Engineering Company, Job No. 20-79, as follows:

Beginning at an iron pin in the northerly right-of-way of State Highway 100, said iron pin being in the southwesterly corner of Lot 8 as shown on said survey; thence, with the northerly right-of-way of State Highway 100, having a right-of-way width of 66 feet, S 53° 30' W a distance of 150.0 feet to an iron pin; thence, leaving said right-of-way and with the easterly line of Lot 10 as shown on said survey, N 35° 54' W a distance of 291.0 feet to an existing iron pin; thence, leaving the easterly line of Lot 10, N 53° 56' E a distance of 150.25 feet to an existing iron pin in concrete; thence, with the westerly line of the J. E. Moore property S 35° 51' E a distance of 289.9 feet to the point of beginning, and containing 1.00 acres, more or less.

Being part of the same property vested in First American National Bank of Nashville and Dan W. Maddox as Co-Trustees under the Will of Jay E. Moore, deceased, probated October 22, 1971, of record in Will Book 101, page 585, Probate County Clerk's Office for said County.

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

RECEIVED OF BOOK 5472 PAGE 262

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
			67000.00- CO	
			45500.00- MO	
			174.20 CO TX	
			47.50 MO TX	
			.50 PRFEE	
			12.00 WDE_D	
			CHECK 234.20-	
			9645A07/27/79 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 4 2 5 6 4

IDENTIFICATION REFERENCE

JUL 27 10 53 AM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 700285