This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

823 08/01 223.50 CHECK

FROM

D. H. Peppers and wife,

Wylene W. Peppers

TO

Larry Gibbs

For draftsman's use

This instrument was prepared by:
Tom B. Harris, Jr., Attorney
Smith, Harris, and Kilgore
Post Office Box No. 24927
Nashville, Tennessee 37202

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Larry Gibbs (NAME)	Larry Gibbs (NAME)	134-111
1188 Antioch Pike (STREET ADDRESS OR ROUTE NUMBER)	1188 Antioch Pike (STREET ADDRESS)	$ 112 Ts
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37211 (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

$ 60,000.00 Tom B. Harris, Jr. Agent
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF July, 19 79

Aubrey J. Harris
Notary Public

MY COMMISSION EXPIRES: August 26, 1979

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of - - Sixty thousand and no/100 - DOLLARS

of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said ~~grantee~~ Grantee has executed and delivered his negotiable Installment Deed Note bearing even date and calling for the payment of the principal sum of $60,000.00 in monthly payments of $792.91 per month for 120 consecutive payments beginning with the month of July, 1979, the said monthly payments including interest computed at the rate of 10 per cent per annum, the said montly payments being due on the 1st day of each consecutive month.

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,

Delmer H. Peppers and wife, Wylene W. Peppers

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Larry Gibbs

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

Tract 1: Being in the 5th, formerly the 7th, Civil District of said County and described as follows, to wit:

Beginning at a point in the center of the Nashville, Chattanooga and St. Louis Railway right-of-way 350 feet northwardly from the southeasterly corner of a tract of land conveyed to W. L. Tomberlain and wife, Azalea Tomberlain, by deed of W. J. B. Reasonover and wife, of record in Book 1315, page 163, Register's Office for said Davidson County, Tennessee; thence with the center of the said right-of-way south 57° east 100 feet to the northeasterly corner of a tract of land conveyed to Robert Brown Burnette and wife, Lydia Helen Burnette, by deed of W. L. Tomberlain and wife, of record in Book 1385, page 397, said Register's Office; thence with said Burnette's northerly line south 37-1/4° west 511.5 feet, more or less, to the center line of the Mill Creek Valley Pike, said Burnette's northwesterly corner; thence with the center line of said Pike north 47° west 100 feet to a point; thence north 37-1/4° east and parallel to said Burnette's northerly line 511.5 feet, more or less, to the point of beginning.

Being the same property conveyed to Delmer H. Peppers and wife, Wylene W. Peppers, by Warranty Deed from Joseph H. Mangum, Douglas T. Mangum, and Eugene Mangum, as tenants in common, dated April 8, 1976, and of record in Book 5022, page 550, said Register's Office.

This is unimproved ( ) improved (x) property, known as 1188 Antioch Pike, Nashville, Tennessee 37211
(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 Tom B. Harris, Jr. 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 $ full value 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 1st day of June 19 79. Glenda Gibbs, wife of the Grantee, joins in the execution of this instrument for the purpose of conveying to the Trustee whatever rights she may have.

Delmer H. Peppers

Wylene W. Peppers

Larry Gibbs

Glenda Gibbs

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Aubrey Jean Harris, a Notary Public in and for said County and State, the within named Delmer H. Peppers and wife, Wylene W. Peppers, and Larry Gibbs and wife, Glenda Gibbs

the bargainors, 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 Nashville, Tennessee, this 26th day of July, 19 79

Aubrey J. Harris, Notary Public

Commission expires August 6, 1979

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I am 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 .....

Continuation of Warranty Deed dated June 1, 1979, wherein Delmer H. Peppers and wife, Wylene W. Peppers, are Grantors and Larry Gibbs is Grantee.

Tract 2: Being land in the 5th, formerly the 7th, Civil District of said County, described as follows:

Beginning at a point in the center of the Nashville, Chattanooga and St. Louis Railway right-of-way, 350 feet northwardly from the southeast corner of a tract of land conveyed to W. L. Tomberlain and wife, Azalea Tomberlain, by deed from J. B. Reasonover and wife, of record in Book 1315, page 163, Register's Office for said County; thence with the center line of said right-of-way, south 57° 50 feet to a point, said point being 50 feet north from the northeast corner of a tract of land conveyed to Robert Brown Burnette and wife, Lydia Helen Burnette, by deed from W. L. Tomberlain and wife, of record in Book 1385, page 397, said Register's Office; thence parallel with said Burnette's northerly line, south 37-1/4° west 511.5 feet, more or less, to the center line of the Mill Creek Valley Picke to a point 50 feet north of said Burnette's northwest corner; thence with the center line of Pike, north 47° west 50 feet to a point; thence north 37-1/4° east 511.5 feet more or less, to the point of beginning.

Included in the above description by expressly excluded therefrom is the following described property:

Beginning at the junction of M. K. Clopton's southeast boundary with the right-of-way line of the Nashville, Chattanooga & St. Louis Railway, said right-of-way lying south of, parallel with and 100 feet distant from the center line of main track; thence in a southwesterly direction with the said southeast boundary 80 feet to a point; thence in a northwesterly direction on a straight line 51 feet to a point in the northwesterly boundary of the said M. K. Clopton; thence in a northeasterly direction with the said northwesterly boundary 95 feet to a point in said right-of-way line; thence in an easterly direction with said right-of-way line 50 feet to the point of beginning, containing 4,375 square feet

Being the same property conveyed to Delmer H. Peppers and wife, Wylene W. Peppers, by Warranty Deed from Joseph H. Mangum and wife, Elizabeth L. Mangum, dated April 8, 1976, and of record in Book 5022, Page 542, the said Register's Office.

The Grantee herein acknowledges that he is aware that the Grantors herein still owe the sum of $6,000.00 principal and accrued interest on each of the two aforesaid tracts, the said indebtedness being due on the mortgage notes in the original principal sums of $10,500.00 each executed by the Grantors herein upon their purchase of the said two tracts, the said notes being payable payable, respectively, in semiannual installments of principal in the sum of $750.00 each payable on the 4th day of October and the 4th day of April of each year until paid in full, interest accrued to each payment date on the unpaid balance at the rate of 7 per cent also being due and payable on the said dates. The Grantors expressly covenant that they will hold the Grantee harmless against any payment due on the said notes and, further, that they will pay the same promptly when due. Additionally, Grantors covenant and undertake that, if the liens represented by the two said notes shall ever cause Grantee herein to be unable to alien or encumber or in anyway use the said property as he sees fit and desires, they will promptly pay such lien or liens upon Grantee's giving 60 days' notice of his desire that the said lien or liens be discharged.

(End of this continuation sheet)

F. 4 3 5 4 2

IDENTIF. REFERENCE

AUG 1 2 03 PM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

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

BOOK 5475 PAGE 122

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

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 4 3 5 4 2

IDENTIF. REFERENCE

AUG 1 2 03 PM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 701425