Prepared by: Tyree B. Harris, Nashville City Bank Bdlg, Nashville, Tn. 37201

8-8 $35.50 check

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Brumfield, Gallagher & Adams, Inc. (NAME:)	Owner (NAME:)	104-15 -405
2525 Hillsboro Road (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	104-15 -406
Nashville, Tenn. 37212 (CITY) (P. O. ZONE) (STATE)	Same (CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of Two Hundred Fifty Thousand and no/100 ($250,000.) ---------- *Dollars,*

of which Seventy-Five Thousand and no/100 ($75,000.)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Seventy-Five Thousand and no/100 ($175,000.)---------- *Dollars,*

Brumfield, Gallagher & Adams, Inc.

has executed

its promissory note in the amount of One Hundred Seventy-Five Thousand and no/100 ($175,000.) Dollars with interest at the rate of Nine (9%) Percent per annum, payable at $7,466.83 on January 1, 1980, and thereafter on the first day of each succeeding month for an additional one hundred nineteen (119) months, the sum of $2,216.83. The privilege of paying any additional amounts from and after January 1, 1980 is reserved to the borrower, said note further providing that if at any time the borrower shall be in default for a period of at least fifteen (15) days, seller may declare the entire remaining balance owed upon the note immediately due owing and unpaid,

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, Effie S. Hooker (a widow)

has / does *this day bargained and sold, and hereby transfer and convey unto the said* Brumfield, Gallagher & Adams, Inc.

its (successors), and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southerly part of Lot No. 53 and the northerly part of Lot No. 52 on the plan of Belair, as of record in Book 332, page 6, Register's Office for Davidson County, Tennessee, described as follows:

S.Pt.Lot 53: Beginning in the westerly margin of Hillsboro Road or 21st Avenue South, at the southeast corner of property conveyed to Clara Warner Hardison by deed from Bessie E. Dupont of record in Book 611, page 241, said Register's Office; thence with Hardison's south line, westwardly 180 feet, more or less, to the easterly margin of an 18-foot alley; thence southwardly85 feet to the northerly line of Lot No. 52 in said subdivision; thence with the northerly line of Lot No. 52, eastwardly 174 feet to the westerly margin of 21st Avenue South; thence with the westerly margin of said Avenue, northwardly 100 feet, more or less, to the point of beginning. Being the same property conveyed to Mamie E. Marcusson, by deed from Eva B. McConnell Felder, of record in Book 1494, page 315, said Register's Office. Karl Marcusson joins in this instrument for the purpose of conveying any marital rights he may have in the S.Pt. of Lot 53.

N.Pt.Lot 52:

Beginning at a point in the westerly margin of Broadway or Hillsboro Pike, at the southeast corner of Lot No. 53 on said plan, and running

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 250,000.00

Subscribed and sworn to before me, this the 1st day of August 1979

Affiant

My commission expires: Nov 5, 1979 (Affix Seal)

Notary Public

thence westerly with the south boundary line of said Lot No. 53 and with the South margin to an alley, 274 feet, more or less, to the easterly margin of another alley, being the northwest corner of said Lot No. 52; thence with the easterly margin of the last mentioned alley, Southerly 85 feet; thence easterly and parallel with the north line of Lot No. 52, and with William J. Vaughn's north line to the westerly margin of Broadway or Hillsboro Pike; thence with the westerly margin of said Broadway or Pike in a northeasterly direction to the beginning. Being the same property conveyed to Karl Marcusson and wife, by deed from A. Hugh Wright, Jr., and wife, of record in Book 2499, page 258 said Register's Office.

Being the same property conveyed to Effie S. Hooker and husband, John J. Hooker, by deed from Karl Marcusson and wife, Mamie E. Marcusson, of record in Book 5673, page 135, said Register's Office. The said John J. Hooker being now deceased.

unimproved ( ) This is improved (X) property, known as 21st Avenue, S., Nashville, Tennessee
(House Number) (Street) 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 Brumfield, Gallagher & Adams, Inc. its *(successors), 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.*

Except for an easement for sewer line affecting the northerly part of Lot No. 52 of record in Book 1140, page 234, said Register's Office, and the 1979 property taxes which are assumed by the purchaser.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Brumfield, Gallagher & Adams, Inc. its *(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 Brumfield, Gallagher & Adams, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Tyree B. Harris, *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:*

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 $ 250,000.00 *or at least 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 ~~EXXXXXX~~ *interest from the date of payment and shall be and become a part of the indebtedness secured hereby.* 9 percent

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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st *day of* August, *19* 79

Effie S. Hooker

Brumfield Gallagher Adams &c

Michael F. Adams, &c.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lois Mecard, *a Notary Public in and for said County and State,* Effie S. Hooker

the within named 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* 1st *day of* August, *19* 79

LOIS MECARD NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

Lois Mecard *Notary Public*

Commission expires Nov. 5, 1979

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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 }

Before me, Lois Mecard, *a Notary Public of the State and County aforesaid, personally appeared* MICHAEL F. ADAMS, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* SECRETARY *of the* Brumfield, Gallagher & Adams, Inc., *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* him *self as* SECRETARY.

Witness my hand and seal, at office in Nashville, Tennessee,
this 1st *day of* August, *19* 79

Lois Mecard *Notary Public*

Commission expires Nov. 5, 1979

NOTARY PUBLIC STATE AT LARGE STATE OF TENNESSEE

INSTALLMENT DEED

FROM
EFFIE S. HOOKER

TO
BRUMFIELD, GALLAGHER & ADAMS, INC.

F-44908

IDENTIF. REFERENCE

AUG 8 12 58 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

FILE:
GEORGE E. MUDTER, JR., ATTY.

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
			250000.00-	CO
			175000.00-	MO
			650.00	CO TX
			173.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 835.50-
			2528A08/08/79	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 44908

IDENTIF. REFERENCE

AUG 8 12 58 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 703083