BOOK 5491 PAGE 79

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Alfred L. Williams et ux, Coleen B. Williams

TO

Larry D. Drake et ux, Emily F. Drake

For draftsman's use

This instrument prepared by:
JOHNSON & EDWARDS
Attorneys-at-Law
600 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. and Mrs. Larry D. Drake (NAME)	SAME (NAME)	Map 114
7536 Sawyer Brown Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 126
Nashville, Tn. 37221 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

mail: Brookmeade Realty
990 Davidson Dr
Nashville, Tenn. 37205

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 42,000.00 Larry D. Drake
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF August, 1979.

Notary Public

MY COMMISSION EXPIRES: 4-

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of FORTY TWO THOUSAND AND NO/100---------- ($42,000.00)---------- DOLLARS

of which $ 2,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees (SEE ATTACHED)

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,

WE, Alfred L. Williams and wife, Coleen B. Williams

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Larry D. Drake and wife, Emily F. Drake

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

A small tract of land in the 8th Civil District of Davidson County, Tennessee, described according to a copy of the survey thereof, made by John T. Connor, Surveyor, on June 24, 1958 as follows:

BEGINNING at an iron pin in the east margin of Sawyer-Brown Road, being 107 feet more or less south of the line of the lands of J. D. Hendricks; said point being 15 feet east of the east margin of the Macadam paving on said Sawyer-Brown Road; being the common corner of Tracts nos. 1 and 2 of the division of the Ernest M. Hill's land; thence with the margin of said Sawyer-Brown Road, south 15 degrees 45' West 200 feet more or less to an iron pin, a corner of the Tracts nos. 2 and 3, of said division, being approximately 192.1 feet north of an iron pin, in the north line of the C. V. Hutchinson Property; thence with the line between Tracts nos. 2 and 3 of said Hill's division, south 86 degrees 50' E 581 feet to an iron pin in the west line of the John O'Brien's Property; thence with his west line, north 198.2 feet to an iron pin, a corner of the Tract 1 and 2 of said Hill's division; thence with the line between said Tracts nos. 1 and 2, north 87 degrees 20' west 526.7 feet more or less, to the point of beginning, containing 2.57 acres more or less. BOOK 5491 PAGE 80

There is included in this description but excluded therefrom that portion of the premisis taken by judgment of the 2nd Circuit Court under rule no. 62364 as set out in minute book 105-C, page 853, Office for Circuit Court Clerk for Davidson County, Tennessee.

TRACT # 2 - Being the northwesterly part of a tract of land conveyed to the within named grantors, J. W. O'Brien and wife, Irene L. O'Brien, by deed Annie Elizabeth Hutchison, et al, as of record in Book 2093, page 582, Register's Office for said County; and being that part of the land lying on the northerly side of the right-of-way of the Super-Highway under construction, the within described parcel of land being a part of that land described in said deed of record in Book 2093, page 582, and more particularly described as follows:

BEGINNING at the northwesterly corner of the original tract as described by the deed of record in Book 2093, page 582, said Register's Office; running thence in a southerly direction along the westerly line of siad original tract 235 feet, more or less, to thenortherly margin of the right-of-way of the new State Super-Highway; thence easterly along the northerly margin of the said highway right-of-way 340 feet, more or less, to the westerly line of the L. A. Gray property; thence northerly along Gray's westerly line 242 feet, more or less, to the beginning.

Being a part of the same property conveyed to Alfred L. Williams and wife, Coleen B. Williams by two deeds, one of record in Book 2794, page 170, the other of record in Book 3252, page 175, the Register's Office for Davidson County, Tennessee.

This is (unimproved) (X) improved property, known as 7536 Sawyer Brown Road (House Number) (Street) Nashville, TN (P. O. Address: City or Town) 37221 (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 L. Kenneth Johnson 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 $ actual 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 28th day of August 19 79.

Alfred L. Williams
ALFRED L. WILLIAMS

Larry D. Drake
LARRY D. DRAKE

Coleen B. Williams
COLEEN B. WILLIAMS

Emily Drake
EMILY F. DRAKE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Alfred L. Williams, Coleen B. Williams, Larry D. Drake, and Emily F. Drake the bargainor s, 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 Witness my hand and official seal at Nashville Tennessee, this 28th day of August, 1979

William Lon Hall

Commission expires April 17, 1983

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

day of , 19 .

, Notary Public.

ATTACHMENT

and for the remaining forty thousand ($40,000.00) which figure includes the remaining unpaid balances secured by a first deed of trust of record in Book 5305, page 611, Register's Office for Davidson County, Tennessee, and a second deed of trust of record in Book 5353, page 807, said Register's Office. The said Larry D. Drake and Emily F. Drake have executed their note in the original principal sum of forty thousand dollars ($40,000.00) bearing interest at 10% payable in consecutive monthly installments of $386.01 to the order of Alfred L. and Coleen B. Williams commencing September 1, 1979 and thereafter until paid. Said payments are to be applied first to interest at the rate of 10% per annum and the balance to principal. From the monthly payments in their hands, the Grantors covenant with the Grantees that they will meet the payments, terms, and conditions described in the first and second mortgage heretofore mentioned when due until both principal and interest of said first and second mortgage are paid in full and further, agree to seek and secure a full release of same. The Grantors herein agree that in the event that said first and second mortgage should become delinquent then the Grantees shall have the right which is specifically reserved to them to apply such payment to any previous mortgage so as to prevent any default in which event the residue from said monthly payments shall be credited to the note payable to the order of the Grantor, said payments first being applied to interest, balance, to principal. The 1979 taxes have been pro-rated and are assumed by the Grantee.

F 4 9 3 0 3

IDENTIF. REFERENCE

AUG 30 2 15 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST & DEED

CC - CERTIFIED COPY
MR - RELEASE
UC - UNIFORM COMMERCIAL CODE

MS - MISCELLANEOUS
ST - STATE TAX CONVEY.
ST - STATE TAX MORT.
PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		42000.00-	CO	
		40000.00-	MO	
		109.20	CO TX	
		38.00	MO TX	
		.50	PRFEE	
		12.00	WDEED	
			CHECK	159.70-
8194A08/30/79	BAL			.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 49303

IDENTIF. REFERENCE

AUG 30 2 15 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 708584