This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee

Installment Deed

BOOK 5506 PAGE 775

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
John D. Franklin and wife, Patricia W. Franklin	SAME	145-3-56
(NAME):	(NAME):	
1130 Overton Lea Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37220		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy Seven Thousand and no/100-------($177,000.00)---------- *Dollars,*
of which Thirty Seven Thousand and no/100----------($37,000.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder One Hundred Forty Thousand and no/100-------($140,000.00)---------- *Dollars,*

John D. Franklin and wife, Patricia W. Franklin have executed their promissory note of even date herewith for the principal amount of $140,000.00 payable to the order of O. M. Carney and wife, Sue Price Carney in monthly installments as follows: On the 26th day of October, 1979 the sum of $1,229.20, and thereafter an additional 118 monthly installments on the same day of each successive month thereafter each for a like amount of $1,229.20, all of which include both principal and interest at the rate of 10% per annum, and one, the last installment due on

SEE EXHIBIT A

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, we, O. M. Carney and wife, Sue Price Carney

have this day bargained and sold, and do hereby transfer and convey unto the said John D. Franklin and wife, Patricia W. Franklin *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 14 of Block "B" on the Revised Plan of Lealand Manor, not of record, described according to a survey made by Lewis D. Justice, Surveyor, October 10, 1945, as follows:

Beginning on the northerly margin of Overton Lea Road at the southwest corner of the property conveyed to Jack C. Massey and wife by deed from Laura Lea Robertson, of record in Book 1380, page 65, Register's Office for said County, being the corner of Lots Nos. 13 and 14; thence with the line between said two lots, northwardly 460 feet to the southerly line of Lot No. 2; thence with same, westwardly 80 feet to the southwest corner of said Lot No. 2; thence with the westerly line of said lot, northwardly 69.4 feet to the corner of Lots Nos. 1 and 14; thence with the line between said two lots, westwardly 330.5 feet to the easterly margin of Granny White Pike, as widened; thence with same, southwardly 444.2 feet to the beginning of a curve; thence around said curve with a radius of 20 feet, southeastwardly 31.28 feet to the northerly margin of Overton Lea Road; thence with same, eastwardly 415.4 feet to the beginning.

Being the same property conveyed to O. M. Carney and wife, Sue Price Carney by deed from Walter Clark of record in Book 5212, page 242, said Register's Office.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 177,000.00

Subscribed and sworn to before me, this the 26th day of Sept 19 79.

John D Franklin
Affiant

My commission expires: 4/21/80 (Affix Seal)

Mary Emma
Notary Public

This is improved (X) unimproved ( ) property, known as 1130 Overton Lea Road, Nashville, Tennessee 37220
(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
John D. Franklin and wife, Patricia W. Franklin *(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* John D. Franklin and wife, Patricia W. Franklin

(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 John D. Franklin and wife, Patricia W. Franklin

hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, 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:*

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 $, 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 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.

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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.

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

Witness our *hand* s *this* 26th *day of* September, *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.*

John D. Franklin
John D. Franklin

O. M. Carney
O. M. Carney

Patricia W. Franklin
Patricia W. Franklin

Sue Price Carney
Sue Price Carney

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Enas, *a Notary Public in and for said County and State,* John D. Franklin and wife, Patricia W. Franklin and O. M. Carney and wife, Sue Price Carney

*the within named 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, *Tennessee, this* 26th *day of* Sept., *19* 79

Mary Enas
Notary Public

NOTARY PUBLIC AT LARGE TENNESSEE STATE OF

Commission expires 4/21/80

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 expire .....

INSTALLMENT DEED

FROM
O. M. Carney and wife,
Sue Price Carney

TO
John D. Franklin and wife,
Patricia W. Franklin

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37208

EXHIBIT A

September 26, 1989, being in the amount of $128,419.56, which represents the unpaid principal balance plus interest at the rate of 10% per annum; said note being amortized on a 30 year schedule; said note contains no prepayment privilege for the first 5 years; said note contains a provision that 6 month's notice be given to seller before total payment of principal is made if prepaid after 5 years and before 10 years; and said note states that if prepayment in part or in full is made, it may be done only on January 1st of any calendar year.

F-54982

IDENTIF. REFERENCE

SEP 28 3 40 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

5553 09/28 607.70- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

177000.00- CO
140000.00- MO
460.20 CO TX
136.00 MO TX
.50 PRFEE
9.00 WDEED
CHECK 607.70-
5222409/28/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 54982

IDENTIF. REFERENCE

SEP 28 3 40 PM '79

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

No. 715420