684 03/31 [illegible] CHECK

Address new owner as follows:	Send Tax Bills to:	Map-Parcel Nos.
Mrs. Ruth A. Dycus and son, Mr. David Earl Dycus 6331 Bresslyn Road Nashville, Tennessee 37205	Mrs. Ruth A. Dycus Mr. David Earl Dycus 6331 Bresslyn Road Nashville, Tenn. 37205	115-15-13

INSTALLMENT DEED BOOK 5584 PAGE 583

FOR AND IN CONSIDERATION OF the sum of Eighty Thousand and no/100's ($80,000.00) Dollars of which Ten Thousand and no/100's ($10,000.00) Dollars has been paid in cash by the grantees, RUTH A. DYCUS and son, DAVID EARL DYCUS, the receipt of which is hereby acknowledged by the grantors, JAMES B. EZZELL and wife, SARAH ANN D. EZZELL, and for the remainder the said grantees have executed a promissory note of even date herewith, for the principal sum of $70,000.00, and interest at the rate of thirteen and one-half per centum (13½%) per annum on the basis of a 30-year amortization, payable to the order of James B. Ezzell and wife, Sarah Ann D. Ezzell, in consecutive monthly installments of $802.20 each, the first installment being due the first day of May, 1980, and each month thereafter, until and including October 1, 1980, at which time the full remaining principal balance shall become due and payable, if not sooner paid. Grantees further agree to pay the Note in full upon the sale of their house and lot at 1349 Orange Grove, Glendale, California.

Grantors have agreed to assign their interest in this Note and Installment Deed to the Nashville City Bank and Trust Company, or its assignee, to secure the payment of the underlying indebtedness described below, and agree that upon receipt of the payments from the grantees herein that they will immediately make the payments on said underlying indebtedness to the Nashville City Bank and Trust Company, or its assignee. In the event there is a default in the payment of said underlying indebtedness, the grantees shall have and are hereby given the right to cure such default, and any sums paid by the grantees in order to cure such default shall be considered payments on this Note to grantors.

This Note to Grantors or any part thereof may be prepaid at any time and in any amount without penalty; and in the event of any prepayment by the grantees, the grantors hereby agree to immediately apply said prepayment to the underlying indebtedness.

To secure the payment of said Note, principal and interest, and attorneys' fees, a lien is expressly retained on the land herein conveyed.

IN CONSIDERATION OF THE ABOVE,

JAMES B. EZZELL and wife, SARAH ANN D. EZZELL

herein called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

RUTH A. DYCUS and son, DAVID EARL DYCUS

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

Land in Davidson County, Tennessee, being Lot No. 284 on the Plan of West Meade-Farms, Inc., Section "P," as of record in Book 2133, page 22, Register's Office for Davidson County, Tennessee.

Said Lot 284 fronts 146.8 feet on the southerly side of Bresslyn Road and runs back 383 feet on the easterly line and 399 feet on the westerly line to a dead line in the rear, measuring 148.9 feet thereon.

Being the same property conveyed to James B. Ezzell and wife, Sarah Ann D. Ezzell, by deed from William Tate Bradley, of record in Book 5329, page 536, said Register's Office.

Subject to Restrictive Covenants of record in Book 2103, page 279, and a Note secured by a Deed of Trust executed by James B. Ezzell and wife, Sarah Ann, to John B. Hardcastle, Trustee, of record in Book 5329, page 538, said Register's Office, dated 8-24-78, to secure to Nashville City Bank and Trust Company, an indebtedness in the amount of $69,284.49, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. (Hereinabove referred to as the "underlying indebtedness.")

This is improved property known as 6331 Bresslyn Road,Nashville,Tn.37205.

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, except as stated herein.

and bind

We further covenant/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 John B. Hardcastle, 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 $70,000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or the 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 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 attorneys 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 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 21st day of March, 1980.

James B. Ezzell

Ruth A. Dycus

Sarah Ann D. Ezzell (wife)

David Earl Dycus (son)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $80,000.00

Affiant

Subscribed and sworn to before me, this the 21st day of March, 1980.

Notary Public

My Commission Expires: Oct. 15, 1983.

This instrument was prepared by:

GLASGOW AND ASSOCIATES, P.C., 305 Union Street,Nashville,Tn.37201

STATE OF TENNESSEE

BOOK 5584 PAGE 586

COUNTY OF DAVIDSON

Personally appeared before me, Susan Glasgow Brown, a Notary Public in and for said County and State, the within named Ruth A. Dycus and David Earl Dycus, 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, Davidson County, Tennessee, this 21st day of March, 1980.

Susan Glasgow Brown
Notary Public

My Commission Expires: October 15, 1983.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Susan Glasgow Brown, a Notary Public in and for said County and State, the within named James B. Ezzell and Sarah Ann D. Ezzell, 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, Davidson County, Tennessee, this 28th day of March, 1980.

Susan Glasgow Brown
Notary Public

My Commission expires: Oct.15, 1983.

F.82777

IDENTIF. REFERENCE

MAR 31 10 38 AM '80

FILED FOR RECORD AND REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5584 PAGE 587

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

68[illegible].00- CO
700[illegible].00- MO
200.00 CO TX
68.00 MO TX
.50 PRFEE
12.00 MORTG
CHECK 280.50-
0684A03/31/80 REL .50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 82777

IDENTIF. REFERENCE

MAR 31 10 38 AM '80

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

No. 749696