Do Not Publish
at Owners' Request

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INSTALLMENT DEED

Form No. WD - 4

FROM
John M. Cluanch and wife,
Clair W. Claunch

TO
Dr. Horace F. Corder, Jr. and wife,
Joanne S. Corder

For draftsman's use

BOOK 5627 PAGE 225

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dr. Horace F. Corder, Jr. (NAME)	SAME (NAME)	131-9
5065 Hillsboro Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	9
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FH-10105

(FOR REGISTER'S USE)

File

Saturn & Mazer, Attys.
20th Fl.-First American Ctr.
Nashville, TN 37238

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 159,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF July 19 80

Notary Public

MY COMMISSION EXPIRES: 10/17/83

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED FIFTY NINE THOUSAND AND 00/100 ($159,000.00) DOLLARS

of which $ 33,853.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note of even date herewith payable to John M. Claunch in the principal amount of $125,147.00, as follows: On the 15th day of August, 1980 the sum of $1,556.83, and thereafter on the 15th day of each succeeding 239 months a similar sum which represents payment of and interest at the rate of 14% per annum, and the full amount shall be due and payable on or before July 15, 2000. Maker shall pay a prepayment penalty within the first 5 years of date hereof of 3% of the remaining principal balance. After the 5 year period, any payment of principal of over $20,000.00 shal entitle Maker to a reamortization with consent of the Holder.
IT IS SPECIFICALLY UNDERSTOOD THAT THE NOTE SET FORTH ABOVE MAY NOT BE ASSUMED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE HOLDER THEREOF, AND PRIVILEGE IS RESERVED *

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 expresaly retained on the land herein conveyed,

JOHN M. CLAUNCH, et ux, CLAIR W. CLAUNCH

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

DR. HORACE F. CORDER, JR. and wife, JOANNE S. CORDER

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

LAND in the 7th Civil District of said County, described as follows:
BEGINNING at a point in the west margin of Hillsboro Road, said point being 1630 feet from the Northeast corner of Tract "A", known as the Anna Compton 493 acre tract, shown on a plan of the Compton Lands of record in Plan Book 2, page 58, of the Chancery Court at Nashville, said point being likewise 752 feet south of an iron pin set in the west margin of Hillsboro Road at the beginning of a curve into Harding Place, according to a survey by Z. J. Wilkinson, surveyor, July 22, 1959, also being 290 feet south of the south margin of a 10 ft. easement for public utilities running along the south line of Lots Nos. 22 to 24, both inclusive, on the Map of Section 1 of Westhaven as shown on the plan of record in Book 1130, page 7, Register's Office for said County, being the southeast corner of said Lot No. 22; thence along the margin of Hillsboro Road, southwardly 369 feet, more or less, to a point at the northeast corner of Lot No. 28 of Lot No. 27, westwardly 726 feet, more or less, to a point, said point being in the southeast corner of the property conveyed to James L. Hymes, Jr. and wife, by deed of record in Book 1759, page 411, Register's Office for said County; thence northwardly, along the easterly line of the said Hymes property to a point, said point being the southwest corner of the property conveyed to Forrest F. Reed and wife, by deed of record in Book 2928, page 414, Register's Office for said County; thence eastwardly along the southerly line of the said Reed property to the point of beginning in the westerly margin of Hillsboro Road.
BEING the same property conveyed to John M. Claunch and wife, Clair W. Claunch by deed from**

* TO THE HOLDER TO RENEGOTIATE INTEREST RATE AND PAYMENT UPON APPROVING ASSUMPTION.

This is unimproved / improved XX property, known as 5065 Hillsboro Road, Nashville, TN 37215
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

**Lucylle Oliver Zanone and husband, Joe Zanone, of record in Book 4612, page 491, said Register's Office.

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 seised 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 Alan L. Saturn 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 $_____ 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 15th day of July, 19 80.

JOHN M. CLAUNCH — John M Claunch

DR. HORACE F. CORDER, JR. — Horace F Corder Jr

X CLAIR W. CLAUNCH — Clair W Claunch

JOANNE S. CORDER — Joanne S Corder

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 John M. Claunch and wife, Clair W. Claunch and Dr. Horace F. Corder, Jr. and wife, Joanne S. Corder 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, Tennessee, this 15th day of July, 19 80.

Notary Public.

Commission expires 10/17/82

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

FEE 5.40 RECORDING 1.00 TAX 39.50 TOTAL 45.90 Jul 22 3 39 PM '80

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5627 PAGE 227

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

159000.00- CO
125147.00- MO
413.40 CO TX
123.10 MO TX
.50 PRFEE
6.00 MDELO
CHECK 543.00-
0845A07/22/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 98554

IDENTIF. REFERENCE

JUL 22 8 39 AM '80

No. 769090