BOOK 5664 PAGE 329

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Royal Land Co., Inc.

TO

Marion King et ux

For draftsman's use

This instrument prepared by:

Theodore E. Carver, Atty.
American Trust Bldg.
Nashville, Tenn 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Marion King (NAME)	same (NAME)	181-11
917 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE
OCT 14 3 17 PM '80
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

G. 1. 2. 4. 5. 7.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 82,500.00

Theodore E. Carver
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 9th DAY OF October 1980

Cheryl Loughlin
Notary Public

MY COMMISSION EXPIRES: 6-15-83

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

FOR AND IN CONSIDERATION OF the sum of eighty-two thousand five-hundred dollars and 00/100---------- DOLLARS of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have given their two promissory notes, one in the amount of $24,500.00, and one in the amount of $55,000.00, both payable to Royal Land Co., Inc., and of even date herewith, payable according to the terms set forth therein, the terms of both such notes being incorporated in this installment deed.

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,

Royal Land Co., Inc.,

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

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

Land in Davidson County, Tennessee, being a 5.00, more or less, acre tract described according to a survey made by James L. Terry, Surveyor, dated October 5, 1980, as follows:

Beginning at an existing iron pin in the Northeasterly margin of Nolensville Road, the southwesterly corner of the Hills Chapel Church of Christ lands, and also being the northwesterly corner of the property herein described; thence leaving Nolensville Road and with a fence and rock wall along the southerly line of the Hills Chapel Church of Christ Lands and partially with the southerly margin of Harbor Road, North 74°55' East 578.45 feet to a point; thence continuing with the southerly margin of Harbor Road, North 76° 47' 06" East 225.14 feet to an existing iron pin in the westerly line of the John Henry Byrd Lands of record in Book 1257, page 210, Register's Office for said county, thence with the said westerly line of the said Byrd property , and with an established fence line, the following calls and distances: South 19° 14' 09" East 230 feet to a cedar tree, thence South 56° 59' 09" East 28 feet to another Cedar tree, thence South 80° 59' 09" East 52.0 feet to a set iron pin; thence leaving Byrd's line South 56° 36'

(continued on Exhibit A)

This is unimproved ( ) improved (X) property, known as 6310 Nolensville Road (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) (Postal Zone)

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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 Houston T. Ezell 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 $ 79,500.00 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.

See Exhibit A for additional trust provisions.

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 9th day of October 1980.

Royal Land Co., Inc.
by: Houston T. Ezell V. Pres

Marion King

Marion King

Margaret King

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Theodore E. Conner, a Notary Public in and for said County and State, the within named Marion King and wife, Margaret King

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 9th day of October, 1980

Theodore E. Conner Notary Public

Commission expires 1-22-84

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Theodore E. Conner, a Notary Public of the State and County aforesaid, personally appeared Houston T. Ezell, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice-President of the Royal Land Co., Inc., the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as said Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee this 9th day of October, 1980.

Theodore E. Conner Notary Public.

Commission expires 1-22-84

EXHIBIT A

description continued...

...08" West 396.70 feet to a set iron pin: thence North 31° 30' West and with Royal Land Company's Line 248.0 feet to a set iron pin; thence continuing with Royal Land Company's Line South 55° 52'08" West 357.57 feet to a set iron pin in the Northeasterly margin of Nolensville Road; thence with the curving margin of Nolensville Road and in a generally northwesterly direction 300 feet to the point of beginning, and containing 5.00 acres, more or less.

Being the same property conveyed to Royal Land Company, Inc. by deed from George M. Johnson and Paul E. Johnson, of record in Book 3888, page 435, Register's Office for Davidson County, Tennessee.

ADDITIONAL TRUST PROVISIONS:

Grantees herein have the right to pay the principal of either of the two notes secured herein in full or in part at any time without penalty of any kind.

Grantees will not be released upon assumption by any buyer from Grantees unless said buyer shall be a person qualified financially by Grantor or the then holder of the notes secured herein, at the then current rate of interest, but buyer may sell said property and carry a wrap around deed of trust.

315 1214 331.00 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
			82500.00- CO	
			75500.00- MO	
			214.50 CO TX	
			77.50 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 301.50-	
			8155A10/14/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

61.2457

IDENTIF. REFERENCE T

OCT 14 3 17 PM '80

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

No. 785823