THIS INSTRUMENT PREPARED BY: HARLAN DODSON, JR., ATTORNEY AT LAW
900 Nashville City Bank Bldg.
Nashville, TN 37201

Installment Deed

BOOK 5696 PAGE 719

3069 01/02 741.90- CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
TRUST UNDER THE WILL OF V. W. FRANCIS, SR.	V.W.FRANCIS, JR., Co-Trustee	Tract #1-104-16-7
V. W. FRANCIS, JR., Co-Trustee (NAME)	(NAME)	
232 Bluegrass Drive (STREET ADDRESS OR ROUTE NUMBER)	232 Bluegrass Drive (STREET ADDRESS)	Tract #2-104-16-8
Hendersonville, TN 37075 (CITY) (P. O. ZONE) (STATE)	Hendersonville, TN 37075 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FOUR THOUSAND AND NO/100 ($204,000.00) *Dollars,*

of which none *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED FOUR THOUSAND AND NO/100 ($204,000.00) *Dollars,*

V. W. FRANCIS, JR. and JOHN J. FRANCIS, Co-Trustees of the Trust Under the Will of V. W. FRANCIS, SR. *have executed*

a Promissory Note requiring the payment of annual principal installments of Twenty Thousand Four Hundred and No/100 ($20,400.00) Dollars, plus interest on the unpaid balance, the first of said installments being due on January 1, 1981, and a like installment plus interest on the first day of January each and every year thereafter until the entire principal balance has been paid,

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, I, PAULINE ROLER FRANCIS,

have this day bargained and sold, and do hereby transfer and convey unto the said Trust under the Will of V. W. FRANCIS, SR., V. W. FRANCIS, JR. and JOHN J. FRANCIS, Co-Trustees, *(successors), heirs and assigns,* in trust,

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

TRACT NO. 1:

Being the Northerly part of Lot No. 6 on the Revised Plan of George W. Blair's Subdivision of Belmont Heights, as of record in Book 332, Page 117, of the Register's Office for said County, described as follows:

Beginning on the easterly margin of 21st Avenue South, or Broad Street, formerly Hillsboro Pike, at the corner of Lots Nos. 5 and 6 on said plan; thence easterly with the line between said two lots 194 feet to the northwest corner of Lot No. 7; thence with the westerly line of said lot southwardly 70 feet, more or less, to the northeast corner of a part of said Lot No. 6 conveyed by Tillman Cavert and wife to G. H. Hall by deed of record in Book 481, Page 448, said Register's Office; thence with the north line of said Hall's lot westwardly 216 feet, more or less, to the easterly margin of 21st Avenue, South; thence with the easterly margin of said Avenue, northwardly 78 feet, more or less, to the beginning.

Being the same property conveyed to V. W. Francis and wife, Pauline Roler Francis by deed from C. P. Duncan and wife, of record in Book 741, Page 480, of the Register's Office for Davidson County, Tennessee.

(DESCRIPTION IS CONTINUED ON THE REVERSE SIDE OF THIS PAGE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 204,000.00

Affiant

Subscribed and sworn to before me, this the 31 day of Dec. 1980

Notary Public

My commission expires: 1-13-81
(Affix Seal)

(LEGAL DESCRIPTION CONTINUED FROM PAGE 1-REVERSE SIDE)

TRACT NO. 2:

Being part of Lot No. 6 on the revised plan of Geo. W. Blair's Subdivision of Belmont Heights, as of record in Book 332, Page 117, Register's Office for said County, described as follows:

Beginning on the easterly margin of 21st Avenue South, formerly the Hillsboro Pike or Broad Street 50 feet northerly from the northerly margin of Blair Avenue or Boulevard; thence easterly 231.7 feet, more or less, to a point on the east line of said Lot No. 6, 50 feet northerly from the northerly margin of Blair Avenue; thence northerly with the east line of said lot 50 feet; thence westerly 216 feet, more or less, to a point on the easterly margin of 21st Avenue South, 50 feet northerly from the beginning point; thence with the easterly margin of said Avenue southerly 50 feet to the beginning.

Together with an easement across the easterly 12 feet of the southerly 50 feet of said Lot No. 6 for the exclusive use and benefit of the owner of premises for ingress and egress extending from the northerly margin of Blair Boulevard to premises.

Being the same property conveyed to V. W. Francis and wife, Pauline Roler Francis by deed from Anna Clair Glaser of record in Book 2158, Page 541, of the Register's Office for Davidson County, Tennessee.

This is ~~unimproved~~ ( ) improved (X) property, known as 2122 and 2126 Hillsboro Rd., Nashville, Tennessee
(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 Trust under the Will of V. W. Francis, Sr., V. W. Francis, Jr. and John J. Francis, Co-Trustees, *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Trust under the Will of V. W. Francis, Sr., V. W. Francis, Jr. and John J. Francis, Co-Trustees, *(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 Trust under the Will of V. W. Francis, Sr., V. W. Francis, Jr., and John J. Francis, Co-Trustees *hereinafter referred to as trustors, hereby transfer and convey unto* HARLAN DODSON, 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 $204,000.00 *, 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.

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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.

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 31 *day of* December, *19* 80

V. W. Francis, Jr.
V. W. FRANCIS, JR., Attorney-in-Fact
& Trustees u/w V. W. Francis, Sr.

John J. Francis
JOHN J. FRANCIS, Attorney-in-Fact

For Pauline Roker Francis
w/d Trustee u/w V. W. Francis, Sr.

G 2 4 0 1 4

T
IDENTIF. REFERENCE

JAN 2 9 03 AM '81
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

HSGIO

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, NANCY GRACE, *a Notary Public in and for said County and State,* V. W. FRANCIS, JR., Attorney in Fact and JOHN J. FRANCIS, Attorney-in-Fact & Co-Trustees u/w V. W. FRANCIS SR.
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* 31st *day of* December, *19* 80.

Nancy Grace
Notary Public

NOTARY PUBLIC GRACE

Commission expires 1-13-81

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
			204000.00-	CO
			204000.00-	MO
			530.40	CO TX
			202.00	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	741.90-
3069A01/02/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

52.4.01.4

T
IDENTIF. REFERENCE

JAN 2 9 03 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 800237