This instrument prepared by J. Vaulx Crockett, Attorney, 306 Nashville City Bank Building, 315 Union Street, Nashville, TN 37201

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NO.
RANDALL B. JOHNSON Route 2, Franklin, TN 37064	SAME	92-12-309

INSTALLMENT DEED

BOOK 5723 PAGE 879

FOR AND IN CONSIDERATION of the sum of Fifty Three Thousand and 00/100 ($53,000.00) Dollars, of which Thirteen Thousand, Two Hundred Fifty and 00/100 ($13,250.00) Dollars, has been paid in cash by RANDALL B. JOHNSON, the receipt of which is hereby acknowledged, and for the remainder Thirty-Nine Thousand, Seven Hundred Fifty and 00/100 ($39,750.00) Dollars, the Grantee, RANDALL B. JOHNSON, unmarried, has executed his negotiable promissory note of even date, payable to the order of MAE JANE ALBRITTON in the principal amount of Thirty-nine Thousand, Seven Hundred Fifty and 00/100 ($39,750.00) Dollars, payable on the first day of each successive month commencing May 1, 1981, in sixty (60) monthly installments, the first fifty-nine (59) of which are in the amount of Four Hundred Thirty-seven and 70/100 ($437.70) Dollars, including interest at twelve (12%) percent per annum, amortized as over a twenty-year period, the last installment to be in the amount of the entire then remaining principal sum and interest, due and payable April 30, 1986, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney's fees, and other amounts owing hereunder or under the provisions of the note, a lien is expressly retained on the land herein conveyed, MAE JANE ALBRITTON, unmarried, has this day bargained and sold, and does hereby transfer and convey unto the said RANDALL B. JOHNSON, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Being Lot No. 341 and the easterly 5 feet of Lot No. 340 on the Plan of John Boyd's Home Place, as of record in Book 21, page 39, Register's Office for said County.
>
> Said Lot No. 341 and the easterly part of Lot No. 340 front together 55 feet on the northerly side of Church Street, as widened and run back between parallel lines 162-1/2 feet to an alley.
>
> Being the same property conveyed to J. L. Albritton and wife, Mae Jane Albritton, by deed from Jessie R. Williams, et al, as of record in Book 1290, page 557, said Register's Office, the interest of J. L. Albritton having been divested from him and vested in Mae Jane Albritton by decree recorded in Book 1763, page 409, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $53,000.00.

J. Vaulx Crockett, Trustee, Closing Agent
Affiant

Sworn to and subscribed before me,
this 20th day of March, 1981.

E. Breshears Dep. Reg
Notary Public ~~My comm. expires:~~ _____

This is improved property, known as 1624 Church Street, Nashville, Tennessee 37203.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Randall B. Johnson, his 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, except by 1981 taxes which have been prorated and assumed by grantee. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said estate to Randall B. Johnson, his 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 nonpayment 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 Randall B. Johnson, hereinafter referred to as trustor, hereby transfers and conveys unto J. VAULX CROCKETT, 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:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured with fire and extended coverage insurance in some reliable fire insurance company, or companies approved by the holder of said note for the sum of $39,750.00, or at least the maximum value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policies to the lawful owner or holder of said indebtedness as their interests may appear with a standard mortgage clause and deliver the policy or policies to the holder of said note at such ad-

dress as directed by him in writing, prior to expiration of insurance required hereunder covering said building, and deliver at said address a receipt for payment of premiums thereon not more than thirty (30) days after commencement date of each such policy.

In the event the mortgaged property or any part thereof shall be destroyed or damaged by fire or other casualty or condemned and taken under the power of eminent domain or conveyed under threat of condemnation by any governmental authority or any other entity entitled to exercise the power of eminent domain, all proceeds of such insurance and all awards and sums payable from such condemnation or deed in lieu thereof are assigned to and shall be paid to the lawful owner and holder of the note, and shall be credited on the indebtedness secured hereby and may, at the option of said owner and holder be applied to the last maturing of such installments, and the balance, if any, to Trustor; provided that said lawful owner and holder shall have the option to permit Trustor, his successors and assigns, to receive and use such proceeds or awards, or any part thereof, for repair or restoration or for other purposes as may be agreed to in writing by such owner and holder and by Trustor, without waiving or impairing any lien or right under or by virtue of this trust deed.

Trustor agrees to commit, or suffer no waste, impairing, oe deterioration of the premises or any part thereof, or any unlawful use thereof and to perform, comply with and abide by each and every stipulation, agreement, condition and covenant in the promissory note and in the trust deed.

Trustor also agrees to pay all taxes and assessments thereon, general or special, and all insurance premiums and to pay them when due, and 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 note 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, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustor upon demand of the lawful owner and holder of said note, and upon failure to do any of these things, then the lawful owner and holder of said note may do any or all of these things with-

out waiving the option to foreclose or any right hereunder and the amounts so paid shall bear interest at the highest rate permitted by law from the date of payment and shall become immediately due and payable to such lawful owner and holder of said note and shall be secured by the aforesaid real property as part of the indebtedness herein secured.

Now, if Trustor 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 and remains unpaid for ten (10) days after the lawful owner and holder of said note shall have given written notice of nonpayment to Trustor; or if Trustor shall fail to pay taxes, keep up repairs or keep said building and premises insured, or pay said other sums when due, or to perform any covenant or undertaking herein or in the note and fail to cure such default within thirty (30) days after the lawful holder and owner of said note shall have given written notice of such default to Trustor, this trust conveyance shall remain in full force and effect, and at the option of such lawful owner and holder of said note all remaining unpaid indebtedness, and installments thereof and other sums added thereto hereunder shall become immediately due and payable at once, without further notice and the said Trsteee, or his successors in trust, is hereby authorized and empowered, upon giving twenty (20 days' notice by three (3) publications in any newspaper, of general circulation, 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 right and equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successors 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 indebtedness including the interest 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 Trustor, his order, representatives or assigns.

If any obligor of the indebtedness makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition for reorganization under the bankruptcy laws; or if a petition in bankruptcy is filed against any obligor; or if a receiver or trustee is appointed for all or any part of the property and assets of any obligor; or should any levy, attachment or garnishment be issued, or any lien filed against the property of any obligor and not be satisfied or released within thirty (30) days after filing; then, in any such case the entire unpaid principal sum evidenced by the note, together with all accrued interest, shall, at the option of any holder, without notice, become due and payable forthwith, and shall thereafter bear interest until paid at twelve (12%) percent per annum. Failure of the holder to exercise the right of accelerating the maturity of the debt, or indulgence granted from time to time, shall in no event be considered as a waiver of said right of acceleration or stop the holder from exercising said right.

Trustor shall not collect or receive from any tenant of the premises, or any part thereof, rental for more than one month in advance without the written consent of the holder of the note. Trustor hereby assigns to Grantor the rents, issues and profits of the premises as further security for the payment of the obligation secured hereby and gives to Grantor the right to enter on the premises for the purpose of collecting the same, and let the premises or any part thereof, and to apply the monies received therefrom, after payment of all necessary charges and expenses, to the obli-

gation secured by this instrument, on default under any of the covenants, conditions, or agreements contained in this instrument or in the note.

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 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 above named Trustee shall be vested in said successor.

Written notice provided for hereunder shall be given by personal delivery to Trustor, or by registered or certified mail addressed to Trustor at the premises specified heretofore and shall be deemed so given when deposited in the United States Mail postage prepaid.

Wherever used in this instrument, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Trustor" shall mean "Trustor(s) and/or any subsequent owner or owners of the premises", the words "premises" or "property" shall include the real estate hereinbefore described, together with all improvements, equipment, condenmation awards and any other rights made subject to the lien of the trust deed, by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

Witness our hands this 16th day of March, 1981.

Mae Jane Albritton
MAE JANE ALBRITTON
Unmarried
GRANTOR

Randall B. Johnson
RANDALL B. JOHNSON
Unmarried
TRUSTOR

FELIX A. DAVIS REGISTER DAVIDSON COUNTY, TENN.
MAR 20 4 19 PM '81
IDENTIF. REFERENCE
C 3 4 1 8 8

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty Poage, a Notary Public in and for said County and State, Mae Jane Albritton and Randall B. Johnson, both unmarried, the within named 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, this 16th day of March, 1981.

Betty Poage
Notary Public

BETTY POAGE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: 2-17-83

CHECK

2815

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5723 PAGE 885

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
			53000.00- CO	
			39750.00- MO	
			137.80 CO TX	
			37.70 MO TX	
			.50 PRFEE	
			18.00 WDEED	
			CHECK 194.00-	
6182A03/20/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 3 4 1 : 8 8

IDENTIF. REFERENCE

MAR 20 4 19 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 812839