INSTALLMENT DEED

For and in Consideration of the sum of

THIRTY-SIX THOUSAND AND NO/100 ($36,000.00) Dollars,

of which SEVEN THOUSAND AND NO/100 ($7,000.00) Dollars,

has been paid in cash by ARTHUR H. MORELAND AND WIFE, BEUMA F. MORELAND, THE GRANTEES

the receipt of which is hereby acknowledged, and for the remainder

TWENTY-NINE THOUSAND AND NO/100 ($29,000.00) Dollars,

the said GRANTEES have executed their promissory notes which total $29,000.00 but are payable and described as follows: One promissory note of even date in the original principal sum of $20,000.00 and payable to the order of Grantor and executed by the Grantees and given as part of the purchase money on the herein described property. Said note is payable in 180 consecutive monthly installments of $240.20 each, including interest being at the rate of 12% per annum on the unpaid principal sum The first payment falling due on the 1st day of October, 1982 and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

One promissory note of even date in the original principal sum of $9,000.00 and payable to the order of Grantor and executed by the Grantees and given as part of the purchase money on the herein described property.* all of said notes bearing 12 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained (see back)

on the land herein conveyed, BARBARA PHILLIPS, single, the GRANTOR

have this day bargained and sold, and do hereby transfer and convey unto the said ~~ARTHUR H. MORELAND~~ AND WIFE, BEUMA F. MORELAND, the GRANTEES, their heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 172 on the Map of Airport Estates, as of record in Book 1130, Page 83, Register's Office for said County.

Said Lot No. 172 fronts 76 feet on the easterly side of Forrester Drive and runs back between lines, 172.8 feet on the north line, and 171.8 feet on the south line to a broken line in the rear on which it measures 114 3 feet.

Being the same property conveyed to Barbara Phillips by deed from David Eugene Eady and wife, Carol Ann Eady of record in Book 5395, Page 622, Register's Office for Davidson County, Tennessee.

This instrument is made subject to Restrictive covenants of record in Book 1394, Page 143, said Register's Office, the Plan of record in Book 1130, Page 83, said Register's Office and to all applicable local government planning, building and zoning regulations.

This is unimproved ( ) improved (XX) property, known as 302 Forrester Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEES, their heirs and assigns forever. I covenant that I 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 myself and my heirs and representatives, to warrant and forever defend the title to 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

do hereby transfer and convey unto TOM G. COLEMAN, JR., 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 $insurable interest 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 interst 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 trust 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 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 BORROWERS 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 Tom G. Coleman, Jr., Trustee, shall be vested in said successor.

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 GRANTOR and GRANTEES hereunto set our hands at Brentwood, Tennessee, this the 1st day of September, 19 82

Arthur H. Moreland

Beuma F. Moreland

Barbara Phillips

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ Tennessee, this _____ day of _____, 19____

Commission Expires _____

_____, Notary Public.

STATE OF TENNESSEE
WILLIAMSON County.

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named BARBARA PHILLIPS, single, ARTHUR H. MORELAND AND WIFE, BEUMA F. MORELAND

the 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 Brentwood, Tennessee this 1st day of September, 19 82

Commission Expires 10/21/84

Linda Worden, Notary Public.

NOTARY PUBLIC STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5932 PAGE 448

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

*Said note is payable as follows: One installment of $3,540.00, including principal and interest, interest being at the rate of 12% per annum on the unpaid principal sum, falling due on March 1, 1983 One installment of $3,360.00, including principal and interest, interest being at the rate of 12% per annum on the unpaid principal sum, falling due on September 1 1983. One installment of $3,180.00, including principal and interest, interest being at the rate of 12% per annum on the unpaid principal sum, falling due on March 1, 1984. Amount paid will be credited first to interest due; balance to unpaid principal sum.

H 0 6 8 5 2

RUSH

INSTALLMENT DEED

FROM
BARBARA PHILLIPS

TO
ARTHUR H. MORELAND, ETUX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

IDENTIF. REFERENCE

SEP 2 8 10 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ARTHUR H. MORELAND, ETUX	New Owner	Map 120-14
(NAME) 300 Forrester Dr	(NAME)	Parcel 54
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37217	(STREET ADDRESS)	2DA-45272
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
9000 East Church St.
Brentwood, TN 37027

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Williamson }

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

$ 36,000.00 Tom G. Coleman Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF September 19 82

Linda Tisdale
Notary Public

MY COMMISSION EXPIRES: 10/21/84

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

BOOK 5932 PAGE 449

FOR _____

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
			36000.00- CO	
			25000.00- MO	
			53.60 CO TX	
			27.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 133.10-	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 6 8 5 2

IDENTIF. REFERENCE

SEP 2 8 10 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 923042