This instrument prepared by Foley & Weiss, Attorneys, 1208 Fifelity Federal Bldg.,Nashville, TN.

INSTALLMENT DEED

BOOK 5972 PAGE 187

For and in Consideration of the sum of ONE HUNDRED FIFTY SEVEN THOUSAND and No/100 ($157,000.00) Dollars, of which THIRTY SEVEN THOUSAND and No/100 ($37,000.00) Dollars, has been paid in cash by WILLIAM W. HOLLEY and wife, MARY ANN HARRIS HOLLEY, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED TWENTY THOUSAND and No/100 ($120,000.00) Dollars, the said WILLIAM W. HOLLEY and wife, MARY ANN HOLLEY, have executed their joint promissory note of even date payable to the order of the Grantor herein in sixty (60) monthly installments of Two Thousand and No/100 ($2,000.00) Dollars to be applied towards principal together with an interest payment at the rate of twelve (12%) per centum per annum on the unpaid principal balance as shall from month to month remain unpaid. Privilege is reserved to vary the amount of the payments towards principal on any month, either more than or less than, the sum of Two Thousand and No/100 ($2,000.00) Dollars, but in any event the entire amount, both principal and interest shall be due and payable on or before five (5) years from date.

all of said notes bearing six 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 on the land herein conveyed, RANDALL PHILLIPS BUILDERS, INC., a Tennessee Corporation, have this day bargained and sold, and do hereby transfer and convey unto the said WILLIAM W. HOLLEY and wife, MARY ANN HARRIS HOLLEY, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being a tract of land on the west side of Franklin Pike, being a part of the land known as John Thompson's Farm and parts of Lots Nos. 4 and 5 of the Mullen Lands, as of record in Minute Book 1, Page 103, of the Chancery Court at Nashville, described partly according to an old survey made by W.B. Southgate, August 16, 1920, as follows:

Beginning at a point in the west margin of the present Franklin Pike in the east line of a 30 foot strip of ground that was originally part of the right of way of the Franklin Interurban Railroad, lying along the west margin of said Franklin Pike, said Interurban Railroad having been abandoned, said point being north 82 degrees east 30 feet from a post at the northeast corner of the A.M. Hagen 12.62 acre tract; thence crossing said abandoned right of way and along the north line of the Hagan Land, south 82 degrees west 750 feet more or less to an iron pin the southeast corner of a tract of 4.1 acres conveyed to Curry L. Turner and wife, by deed from George M. White and wife, as of record in Book 1258, Page 331, thence along Turner's east line, north 2 degrees west 250.5 feet to point being an iron pin in the south line of the property formerly belonging to Mary D. White and subsequently conveyed to C.L. Turner by deed of record in Book 1218, Page 390, thence along Turner's south line, north 82 degrees east 697.4 feet to a point in the east line of the abandoned right of way of the said Franklin Interurban Railroad in the west line of the said Franklin Pike; thence with the line of the same, south 8 degrees east 250 feet to a point, the beginning.

Being the same property conveyed to Randall Phillips Builders, Inc. by deed from H. Raymond Ligon and wife, Marian P. Ligon of record in Book 5909, Page 259, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 4107 Franklin Road, 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 WILLIAM W. HOLLEY and wife, MARY ANN HARRIS HOLLEY, their heirs and assigns forever it covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenant and bind itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said WILLIAM W. HOLLEY and wife, MARY ANN HARRIS HOLLEY, 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 WILLIAM W. HOLLEY and wife, MARY ANN HARRIS HOLLEY,

do hereby transfer and convey unto Randall Phillips, 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 WILLIAM W. HOLLEY and wife, MARY ANN HARRIS HOLLEY,

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 $120,000.00 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 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 William W. Holley and wife, Mary Ann Harris Holley, 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; if 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 William W. Holley and wife, Mary Ann Harris Holley 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 Randall Phillips, 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 RANDALL PHILLIPS BUILDERS, INC. and WILLIAM W. HOLLEY and wife, MARY ANN HARRIS HOLLEY hereunto set our hands at Nashville, Tennessee, this the 1st day of ~~October~~ December 1982

RANDALL PHILLIPS BUILDERS, INC.

BY Randall Phillips
RANDALL PHILLIPS, PRESIDENT

William W. Holley
WILLIAM W. HOLLEY

Mary Ann Harris Holley
MARY ANN HARRIS HOLLEY

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William W. Holley and wife, Mary Ann Harris Holley,

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 Nashville Tennessee, this 1st day of ~~October~~ December, 1982

Commission Expires APRIL 22, 1984

Lunsford M. Hollins Jr., Notary Public.

STATE OF _____

_____ **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 _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5972 PAGE 190

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Randall Phillips, with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the Randall Phillips Builders, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 12th day of ~~October~~ December 19 82

Lunsford M. Weiss Jr. Notary Public.

Commission expires April 22, 1984.

(over for additional acknowledgements)

RUSH

INSTALLMENT DEED

FROM
RANDALL PHILLIPS BUILDERS, INC.

TO
WILLIAM W. HOLLEY and wife,
MARY ANN HARRIS HOLLEY,

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
Dec 2 9 25 AM '82

IDENTIF. REFERENCE

61819

TORLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
WILLIAM W. HOLLEY (NAME)	WILLIAM W. HOLLEY (NAME)	132-6-39
4107 Franklin Road (STREET ADDRESS OR ROUTE NUMBER)	4107 Franklin Road (STREET ADDRESS)	OH-2715
Nashville, Tn. 37204 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

FOLEY & WEISS, ATTORNEYS
1208 Fidelity Federal Building
Nashville, Tennessee 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 157,000.00 William W. Holley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF ~~October~~ December 1982

Lunsford M. Weiss Jr.
Notary Public

MY COMMISSION EXPIRES: April 22, 1984

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5972 PAGE 191

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
			157[illegible].00- CO	
			120[illegible].00- MO	
			408.00 CO TX	
			116.00 MO TX	
			.50 PRFEE	
			12.00 MDEED	
			CHECK 833.70-	
			3062A12/02/82 BZL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 19 C 19

IDENTIF. REFERENCE

DEC 2 9 25 AM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 913420