This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED**

Form No. WD - 4

**FROM**
WOODROW F. MOORE AND WIFE,
BEATRICE M. MOORE

**TO**
EZELL, MITCHELL & PARTNERS

For draftsman's use

Prepared By:
Tom G. Coleman, Jr.
Attorney at Law
9000 E. Church St.
Brentwood, TN 37027

BOOK 6144 PAGE 283

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| EZELL, MITCHELL & PARTNERS (NAME) | New Owner (NAME) | Part of 150 |
| 837 Forest Hills Drive (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Parcel 15 |
| Nashville, Tenn. (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

H 75885

IDENTIF. REFERENCE

SEP 27 8 32 AM '83

FELIX Z. WILLIAMS JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$90,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26 DAY OF Sept. 1983.

Notary Public

MY COMMISSION EXPIRES: July 21, 1984

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

FOR AND IN CONSIDERATION OF the sum of NINETY THOUSAND AND NO/100 ($90,000.00) DOLLARS

of which $ 18,000.00 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 this day executed their one promissory note of even date herewith in the original principal sum of $72,000.00 payable to the order of Grantors and executed by Grantees and given as part of the purchase money on the herein described property. Said note is payable as follows: September 26, 1984, $36,000.00 principal payment plus interest at the rate of 12% per annum on the unpaid principal sum; September 26, 1985, $36,000.00 principal payment plus interest at the rate of 12% per annum on the unpaid principal sum. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

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,

WOODROW F. MOORE AND WIFE, BEATRICE M. MOORE

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

EZELL, MITCHELL & PARTNERS, a Tennessee General Partnership consisting of Houston T. Ezell and Harold D. Mitchell

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

SEE ATTACHED DESCRIPTION

This is unimproved ( )
improved ( ) property, known as _____
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 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 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:

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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.

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 26th day of September 19 83.

EZELL, MITCHELL & PARTNERS

BY: HOUSTON T. EZELL, Partner

BY: HAROLD D. MITCHELL, Partner

WOODROW F. MOORE

BEATRICE M. MOORE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named WOODROW F. MOORE AND WIFE, BEATRICE M. MOORE

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, Tn.

Tennessee, this 26th day of September 19 83

Notary Public

Commission expires Apr. 17, 1987

STATE OF TENNESSEE
COUNTY OF Williamson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Houston T. Ezell and Harold D. Mitchell with whom I am personally acquainted, and who upon oath, acknowledged themselves to be partners of Ezell, Mitchell & Partners, the within named bargainor, a partnership, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as partners.

Witness my hand and seal, this 26th day of September, 1983.

NOTARY PUBLIC

My commission expires: July 21, 1984

DESCRIPTION BOOK 6144 PAGE 285

Being a 6.91, more or less, acres tract of land lying in the 2nd Civil District of Davidson County, Tennessee. Said tract further described as being a portion of the Woodrow F. Moore property as of record in Book 3532, Page 559, Register's Office for Davidson County, Tennessee.
Beginning at the most northerly corner of Woodymore Heights, Section 1, as of record in Book 5210, Page 363, Register's Office of Davidson County, Tennessee; thence running with the westerly line of the said Woodymore Heights, Section 1, south 29 degrees, 32 minutes, 37 seconds west a distance of 271.45 feet to a point; thence leaving the said line of Woodymore Heights south 76 degrees, 56 minutes, 52 seconds west a distance of 100.00 feet to a point; thence south 11 degrees, 38 minutes, 18 seconds west a distance of 142.62 feet to a point; thence in an easterly direction around a curve, having a radius of 1132.78 feet, to the right a distance of 20.14 feet to a point lying on the westerly line of the said Woodymore Heights; thence running with the said line of Woodymore Heights south 12 degrees, 39 minutes, 25 seconds west a distance of 202.75 feet to a point lying on the northerly line of the Jerald Scurlock property as of record in Book 4228, Page 420, Register's Office of Davidson County, Tennessee; thence leaving the said line of Woodymore Heights and running with the northerly line of the said Scurlock property north 84 degrees, 22 minutes, 27 seconds west a distance of 398.13 feet to an iron pin lying on the easterly line of the J. B. Knight property as of record in Book 2439, Page 389, Register's Office of Davidson County, Tennessee; thence leaving the said line of Scurlock and running with the said line of Knight north 5 degrees, 08 minutes, 09 seconds east a distance of 631 49 feet to an iron pin lying on the southerly line of the Philhall Corp. property as of record in Book 5936, Page 602, Register's Office of Davidson County, Tennessee; thence leaving the said line of Knight and running with the said line of Philhall Corp. south 83 degrees, 49 minutes, 50 seconds east a distance of 628.09 feet to the point of beginning, containing 6.91, more or less, acres.

Being part of the same property conveyed to Woodrow F. Moore and wife, Beatrice M. Moore by deed from Ben Leverette and wife, Sarah Leverette of record in Book 3532, Page 559, Register's Office for Davidson County, Tennessee.

This instrument is made subject to any restrictions and/or easements of record and to all applicable local government planning, building and zoning regulations. This instrument was prepared from information furnished by Houston T. Ezell.

**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 6144 PAGE 286

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 72000.00- | MO |
| | | | 234.00 | CO TX |
| | | | 70.00 | MO TX |
| | | | .50 | PRFEE |
| | | | 9.00 | WDEED |
| | | | | CHECK 313.50- |
| | | | 0180A09/27/83 | BAL .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7.5.8 8 5

IDENTIF. REFERENCE

SEP 27 8 32 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 981391