BOOK 7270 PAGE 520

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Paul E. Moore and wife,

Delphine B. Moore

TO

Charles E. Gann and wife,

Bobbie Jean Gann

For draftsman's use

Graham B. Boyce, Attorney
2300 21st Avenue, South
Nashville, Tn 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles E. Gann (NAME)	SAME (NAME)	53-12-183
100 FIELDS DR (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	LW 5020
OLD HICKORY TENN 37138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

Mail

(FOR REGISTER'S USE)

3717

IDENTIFICATION REFERENCE

JUN 17 9 50 AM '87

FELIX Z. WILLIAMS REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 24,000.00 Graham B. Boyce
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF June, 19 87.

Notary Public

MY COMMISSION EXPIRES: 3-1-90

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

FOR AND IN CONSIDERATION OF the sum of Twenty-four thousand and no/100 ($24,000.00) DOLLARS of which $ 9,000.00 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 executed note of even date in the amount of $15,000.00 payable to the order of Paul E. Moore and wife, Delphine B. Moore to be repaid in six (6) annual installments of $2,500.00 plus interest of 11 3/4% per annum. The first payment being due and payable on July 1, 1988 and a like amount on the 1st day of July of each succeeding year until paid in full. Payments to be credited first to interest and balance to principal.

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,

we, Paul E. Moore and wife, Delphine B. Moore

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

Charles E. Gann and wife, Bobbie Jean Gann

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

Legal description attached on Tracts 1 and 2.

This is unimproved ( ) improved (X) property, known as 3012 Lakeshore Drive, Old Hickory, Tennessee
(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 represenatives, 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 Graham B. Boyce 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 $ 20,000.00 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 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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:

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 16 day of June 19 87.

Charles E. Gann
Charles E. Gann

Bobbie Jean Gann
Bobbie Jean Gann

Paul E. Moore
Paul E. Moore

Delphine B. Moore
Delphine B. Moore

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me [illegible], a Notary Public in and for said County and State, the within named Paul E. Moore and wife, Delphine B. Moore and Charles E. Gann and wife, Bobbie Jean Gann the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 16 day of June, 19 87.

[illegible] Notary Public

Commission expires July 3, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), 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 _____

TRACT I

Land in Davidson County, Tennessee, being part of Lot No. 2 of Section No .2 on the Plan of Life and Casualty Insurance Company's Subdivision of Dabbs and Elliott's Property, as of record in Book 843, page 56, Register's Office for said County, described as follows:

Beginning on the southwesterly margin of Lakeshore Drive at the intersectio of the northwesterly line of the property conveyed to Frank Swann and wife by deed from Robert B. Young and wife of record in Book 2030, page 465, said Register's Office, and the southwesterly margin of said Avenue; thence with said Swann's line, south 41 deg. 29' west 165.5 feet and north 55 deg. 12' west 140 feet; thence north 40 deg. 33' east 91 feet to the northwest corner of the property conveyed to the United States of America by deed from Robert B. Young and wife of record in Book 2151, page 237, said Register's Office; thence with said United States of America's line, south 55 deg. 45' east 86 feet; south 29 deg. 14' east 34 feet and north 48 deg. 21' west 90 feet to the southwesterly margin of said Avenue; thence with same, southeastwardly 11 feet, more or less, to the beginning.

Being part of the same property conveyed to Paul E.Moore and wife Delphine B. Moore by deed from Robert B. Young and wife Olive S . Young of record in Book 2746, page 613, said Register's Office.

TRACT II:

Land in Davidson County, Tennessee, being part of Lot No. 2 of Section No. 2 on the Plan of Life & Casualty Insurance Company's Subdivision of Dabbs and Elliott's property, as of record in Book 843, page 56, Register's Office for Davidson County, Tennessee, more particularly described according to a survey made by Southern Land Surveying Company, dated August 15, 1962, as follows:

Beginning at a point 163.83 feet southwesterly from a point in the southwest margin of Lakeshore Drive, said point on said margin being 10 feet northwest of the common corner of the property conveyed to Frank Swann, and wife by deed from Robert B. Young and wife, of record in Book 2030, page 465, and the property conveyed to Paul E. Moore and wife, by deed from Robert B. Young and wife of record in Book 2746, page 613, said Register's Office for said County; thence westerly along the common line between Moore and Swann properties, 130 feet, more or less, to a point; thence southwesterly 85 feet, more or less, to a point; thence southeasterly 128 feet, more or less, to a point; thence northeasterly 90.6 feet to the point of beginning.

Being part of the same property conveyed to Paul E. Moore and wife Delphine B. Moore by deed from Frank Swann and wife Charlotte McLean Swann of record in Book 3433, page 427, said Register's Office.

MINNESOTA TITLE

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

RECEIVED OF _____

FOR _____

BOOK 7270 PAGE 523

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
			24000.00- CAMT.	
			15000.00- MAMT.	
			67.20 CSTAX	
			13.00 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	89.70-
0180A06/17/87			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

37 17 7.

IDENTIFICATION REFERENCE

JUN 17 9 50 AM '87

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 94457