MAIL TAX STATEMENTS:
Mr. & Mrs. W. Bruce Lehrke
Rt. L, Knight Road
Whites Creek, Tennessee

PARCEL NO.: 12D-82210
12D-82200
12D-82215

Map. 49
Par. 236-
274-283
pw

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Ninety-eight Thousand and No/100 ($98,000.00) Dollars of which $23,000.00 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 their one promissory note for the principal sum of Seventy-five Thousand and No/100 ($75,000.00) Dollars, of even date herewith, payable to the order of Jack D. Henderson and wife, Frances C. Henderson in 240 monthly installments of Five Hundred Eighty-one and 48/100 ($581.48) Dollars which include principal and interest at seven (7%) per cent per annum on an amortized repayment plan. Said note provides for interest beginning December 15, 1970, and the monthly installment payments to begin January 1, 1971 and continue on the same day of each succeeding month. Said note further provides that pre-payments of principal, without penalty, may be made on any monthly installment payment date; and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interst, and attorney's fees, a lien is expressly retained on the land herein conveyed, we, Jack D. Henderson and wife, Frances C. Henderson, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto W. Bruce Lehrke and wife, Sheila Faye Lehrke, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 12th Civil District of Davidson County, Tennessee, described according to a survey made by Southern Land Surveying Co., Inc., dated June 28, 1967, as follows:

BEGINNING at a stake in the center of Knight Road, at the southeast corner of the W. S. Miles Property; thence with Miles' easterly line, as follows: North 0° 08' 30" west along a fence, 436.46 feet to an iron stake; north 4° 08' 20" west 115.44 feet to an iron stake; north 84° 33' 20" east 16.23 feet to an iron stake; north 11° 10' 10" east 322.17 feet to an iron stake; in the base of a 10 inch oak; north 6° 14' 20" east 364.92 feet to an iron stake and hickory; north 44° 25' 20" east 382.63 feet to an iron stake; north 36° 09' 30" east 254.52 feet to a stake; north 48° 03' 30" east 122.33 feet to a stake; north 53° 07' east 51.12 feet to a stake; north 66° 36' east 68.92 feet to a stake; north 80° 56' 10" east 62.78 feet to an oak tree; thence along Cone's Property line, south 82° 38' 30" east 252.75 feet to an iron stake in the base of a large oak; continuing along a fence, line, south 86° 12' 40" east 1233.33 feet to an iron stake and fence corner; continuing with fence, south 3° 42' 10" west 944.38 feet to an iron stake in base of box elder; thence along the line of the Fred Cobb property and with fence, north 87° 14' west 656 feet to an iron stake; north 82° 20' 50" west 391.90 feet to an iron stake; con-

This instrument prepared by
STEPHENSON, LACKEY, HOLMAN & ARCHER
First Federal Building
Nashville, Tennessee 37219

tinuing with fence, south 6° 30' east 1070.68 feet to an iron stake, a corner of the K.J. Pomeroy Property; thence with Pomeroy's line, south 64° 28' west 120.05 feet to an iron stake; thence south 6° 52' west 449.90 feet to a stake in the center of Knight Road; thence with said Road, north 43° 09' west 271.65 feet to a spike in the center of said road; thence north 58° 02' west 869.80 feet to a point; thence south 82° 53' west 68 feet to a spike in the center of the Road; thence north 77° 57' west 132 feet to the beginning, containing approximately 77.04 acres more or less.

Being property vested in Jack D. Henderson and wife, Frances C. Henderson, by deed from O. C. Kinsolving and wife, as of record in Book 4151, page 924, said Register's Office.

This conveyance is subject to title to that portion of the premises embraced within the bounds of any roads or highways; restrictions contained in a deed of record in Book 3218, page 477, Register's Office for Davidson County, Tennessee; and to easements and setback lines as applicable to said property.

Taxes have been paid by Grantors and prorated between the parties.

This is improved property.

It is agreed that Grantors shall retain possession of the premises until December 15, 1970 and this right of possession and any loss to improvements during Grantors possession shall be as provided in the contract for sale and purchase between the parties to which reference is here made for its terms.

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 T. I. Holman, 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 $50,000.00 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 installments 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:

1st. To the payment of all costs, charges, and expenses of executing the 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 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 30th day of October, 1970.

Jack D. Henderson

W. Bruce Lehrke

Frances C. Henderson

Sheila Faye Lehrke

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Virginia R. Runion, a Notary Public in and for said County and State, the within named Jack D. Henderson and wife, Frances C. Henderson and W. Bruce Lehrke and wife, Sheila Faye Lehrke, 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, Tennessee, this 30th day of October, 1970.

Virginia R. Runion
Notary Public

My Commission Expires:

1-26-71

A 95031

IDENTIF. REFERENCE

NOV 2 3 13 PM '70

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

I hereby offer this instrument for record and do swear or affirm that to the best of my knowledge and belief the greater of the actual consideration for or value of the property conveyed or transferred is $98,000.00

State of Tennessee)
County of Davidson)

Sworn to and subscribed before me this 30th day of Oct., 1970.

Virginia R. Runion
Notary Public, in and for the aforesaid State and County.

My commission expires:
1-26-71

NOV-2??	CONV	98,000.00		
NOV-2??	MORT'G	75,000.00		
NOV-2??	S'TAX		A* 254.80	
NOV-2??	S'TAX		A* 73.00	
NOV-2??	PE'FEE		A* .50	
NOV-2??	W'DEED		A* 6.00	* 334.30