INSTALLMENT DEED

For and in Consideration of the sum of SIX-THOUSAND, THREE-HUNDRED, TEN AND NO/100 ($6,310.00)---------- Dollars, of which TWO-HUNDRED AND NO/100 ($200.00)---------- Dollars, has been paid in cash by Robert D. House and wife, Shirley L. House the receipt of which is hereby acknowledged, and for the remainder SIX-THOUSAND, ONE-HUNDRED, TEN AND NO/100 ($6,110.00)---------- Dollars, the said Robert D. House and wife, Shirley L. House have this day executed their one promissory note in the principal sum of $6,110.00 payable to the order of R. L. Eatherly and wife, Frances B. Eatherly, payable in eight (8) installments as follows: May 1, 1972--$763.75; August 1, 1972--$763.75; November 1, 1972--$763.75; February 1, 1973--$763.75; May 1, 1973--$763.75; August 1, 1973--$763.75; November 1, 1973--$763.75; February 1, 1974--$763.75. The first installment payment on the principal sum shall become due and payable on or before May 1, 1972, and thereafter said consecutive quarterly installment payments on the principal sum shall continue as aforesaid. Interest at the rate of 1% per month on the unpaid principal balance shall begin to accrue at such time any said quarterly payment is more than 30 days in arrears. If any said quarterly payment shall be 90 days in arrears the maker of this note expressly waives any rights that it has in said property in the 10th Civil District of Davidson County, Tennessee, with all payments made on the principal to that date becoming the property of the lendor as liquidated damages.

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, R. L. Eatherly and wife, Frances B. Eatherly

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have this day bargained and sold, and do hereby transfer and convey unto the said Robert D. House and wife, Shirley L. House, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 6 on the Plan of Highland Heights Acres, of record in Book 3700, Page 97, Register's Office for Davidson County, Tennessee.

Said Lot No. 6 fronts 129.0 feet on the westerly margin of Highland Heights Drive and runs back between lines measuring 317.06 feet on the northerly line and 325.51 feet on the southerly line to a line in the rear measuring 129.30 feet.

Being part of the same property conveyed to R. L. Eatherly by deed from John A. Ford, of record in Book 4078, Page 962, said Register's Office.

The wife of R. L. Eatherly, Frances B. Eatherly, joins in this conveyance to convey any rights she may have in said property.

This conveyance is made subject to restrictions, building and setback lines and easements of record in Book 4071, Page 226, Book 3700, Page 97, and Book 3248, Page 173, said Register's Office.

The property herein conveyed is also subject to the additional restrictions which are expressly intended to run with the land for a period of 30 years subject to the same removal provisions found in the general restrictive covenants for Highland Heights Acres, of record in Book 4071, Page 226, said Register's Office: (1) No residence shall be constructed on said Lot No. 6 with a ground floor area of less than 1900 sq. feet exclusive of garages, carports and porches; (2) The minimum building setback line from Highland Heights Drive, in accordance with approval from the City of Goodlettsville is amended to 120 feet from Highland Heights Drive.

This is unimproved ( ) improved ( ) property, know as _____ (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 Robert D. House and wife, Shirley L. House, 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Robert D. House and wife, Shirley L. House, 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 in hand paid, we, the said Robert D. House and wife, Shirley L. House 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 Robert D. House and wife, Shirley L. House 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 Robert D. House and wife, Shirley L. House 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 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 R. L. Eatherly and wife, Frances B. Eatherly and Robert D. House and wife, Shirley L. House hereunto set our hands at Nashville, Tennessee, this the 7th day of February 1972.

R. L. Eatherly

Frances B. Eatherly

Robert D. House

Shirley L. House

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Patty Sue Smith, a Notary Public in and for said County and State, the within named R. L. Eatherly and wife, Frances B. Eatherly

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 7th day of February, 1972.

Patty Sue Smith, Notary Public.

Commission Expires 11-1-72

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Patty Sue Smith, a Notary Public in and for said County and State, the within named Robert D. House and wife, Shirley L. House

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 7th day of February, 1972.

Patty Sue Smith, Notary Public.

Commission Expires 11-1-72

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4578 PAGE 721

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)

FEB24 72	CONV	*6,310.00			
FEB24 72	MORTG	*6,110.00			
FEB24 72	S'TAX		A*	16.38	
FEB24 72	S'TAX		A*	4.10	
FEB24 72	PR'FEE		A*	.50	
FEB24 72	W'DEED		A*	8.00	* 28.98

INSTALLMENT DEED

FROM R. L. Eatherly, etux

TO Robert D. House, etux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 49529

IDENTIF. REFERENCE

FEB 24 8 46 AM '72

FELIX WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert D. House, etux (NAME)	New Owner (NAME)	Map 25-15
Route #4 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 17
Goodlettsville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	GO-20230

THIS INSTRUMENT WAS PREPARED BY

TOM G. COLEMAN, JR
ATTORNEY AT LAW
1720 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$6,310.00 Patty Lee Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF February 1972

Betty E. Dukes
Notary Public

MY COMMISSION EXPIRES: 11-1-72

(AFFIX SEAL)