THIS INSTRUMENT PREPARED BY:
John W. Kelley, Atty.
JOHN W. KELLEY
NASHVILLE, TENN.

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Earl Michael Shoulders, et ux	Same	
(NAME:)	(NAME:)	118-9
931 Battlefield Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	140
Nashville, Tenn. 37204		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($10.00) Ten and no/100 ---------- *Dollars,*
of which ($800.00) Eight Hundred and no/100---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder ($1700.00) One Thousand Seven Hundred and no/100---------- *Dollars,*
Earl Michael Shoulders and wife, Margaret Ann Shoulders *hdve executed*

One installment deed note of even date herewith with interest thereon at the rate of 8½% per annum payable to the order of William Staley Harvin and James R. Racek upon such terms and conditions as provided therein

DEC 10 77 CONV *2,500.00
DEC 10 77 S'TAX A* 6.50
DEC 10 77 PR'FEE A* .50
DEC 10 77 W'DEED A* 6.00 * 13.00

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, William Staley Harvin and James R. Racek, individually and doing business as Ravin Enterprises, and Susan Harvin and Susan Racek
have this day bargained and sold, and do hereby transfer and convey unto the said Earl Michael Shoulders and wife, Margaret Ann Shoulders, their
(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot 2 of the resubdivision of Lot 3 of Block "F" on the plan of Battlefield Estates, Section 2, as of record in Book 843, page 108, Register's Office for Davidson County, being described according to a survey of said resubdivision, dated August 28, 1973 by John Kohl, surveyor, as follows:

Said Lot 2 fronts 85.00 feet on margin of Sutton Hill Road and runs back between lines measuring 114.00 feet on the westerly line and 130.00 feet on the easterly line to a dead line in the rear measuring 81.49 feet thereon, said line being the northerly margin of Lot 1 of the resubdivision of Lot 3.

Being part of the same property conveyed to Ravin Enterprises, a partnership composed of William Staley Harvin and James R. Racek by deed from Buddy Ray Mize of record in Book 4735, page 117, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $2500.00

Subscribed and sworn to before me, this the 19th day of December 1977

Affiant: Earl Michael Shoulders

My commission expires: 8/20/78 (Affix Seal)

Notary Public: Mary Ann Kelley

This is unimproved (X) improved ( ) property, known as Lot 2 (House Number) Sutton Hill Road (Street) P. O. Address: Nashville (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Earl Michael Shoulders and wife Margaret Ann Shoulders, their *(successors), 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 said real estate to said* Earl Michael Shoulders and wife, Margaret Ann Shoulders, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Earl Michael Shoulders and wife, Margaret Ann Shoulders *hereinafter referred to as trustors, hereby transfer and convey unto* John W. Kelley, Jr. *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ ....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness hand this 19th day of November, 19 74 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Earl Michael Shoulders

Margaret Ann Shoulders

William Staley Harvin

Susan Harvin

Susan Racek

James R. Racek

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ KNOX }

Personally appeared before me, ROBERT A. SCHMID, *a Notary Public in and for said County and State,* WILLIAM STALEY HARVIN and SUSAN HARVIN

the within named bargainor....., 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 Knoxville, *Tennessee, this* 4th *day of* Nov., 19 74

Robert A. Schmid *Notary Public*

Commission expires 4-17-78

STATE OF ~~TENNESSEE~~ Missouri }
COUNTY OF ~~DAVIDSON~~ Jackson }

Before me, Ella Sheads, *a Notary Public of the State and County aforesaid, personally appeared* Susan Racek and James R. Racek *with whom I am 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 Jackson County, Missouri, *this* 8 *day of* November, 19 74

ELLA SHEADS NOTARY PUBLIC JACKSON COUNTY

My Commission Expires July 5, 1977

Ella Sheads *Notary Public*

Commission expires .....

ROBERT A. SCHMID NOTARY PUBLIC KNOX COUNTY, TENN.

INSTALLMENT DEED

FROM

WILLIAM S. HARVIN, ET UX ET AL

TO

EARL MICHAEL SHOULDERS AND WIFE

C 81008

IDENTIF. REFERENCE

DEC 10 2 15 PM '74

FILED & RECORDED IN REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201

RETURN TO:
JOHN W. KELLEY
14th Fl. TNB
NASHVILLE, TN 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, Mary Ann Selley Notary Public in and for said County and State, Earl Michael Shoulders and wife, Margaret Ann Shoulders, the within named 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 19th day of November, 1974.

Mary Ann Selley
Notary Public

My commission expires: 8/20/78