Prepared by: John G. Doak, Attorney-2525 Lebanon Rd. Nashville, Tenn. 37214

mail

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP PARCEL NOS.
BRENT HURD, TRUSTEE	FIDELITY FED. S. & L. ASSOC.	95-1
2519 Lebanon Rd.	401 Union Street	77-46
Nashville, Tenn. 37214	Nashville, Tenn. 37219	80

STATE OF TENNESSEE

BOOK 5044 PAGE 680

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $215,000.00.

Brent Hurd, Trustee
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF [illegible], 1976.

Marie A. Fitzpatrick
NOTARY PUBLIC

MY COMMISSION EXPIRES: 6-25-79

FOR AND IN CONSIDERATION OF THE SUM OF TWO HUNDRED THOUSAND DOLLARS---------- $200,000.00 of which $-0- has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has agreed to assume and to pay the balance of the mortgage indebtedness on the premises dated the 30th day of December, 1975 in the original, principal amount of $185,000.00 of record in Book 4985, page 146, Register's Office for Davidson County, Tennessee; and, grantee has executed an installment deed note of even date payable to the order of Donelson Development Company, Inc., in the principal amount of $ 31,022.48 payable as follows: On the 1st day of June, 1977 the sum of $10,000.00 principal plus interest at the rate of 8% per annum; On the 1st day of June, 1978 the sum of $10,000.00 principal plus interest at the rate of 8% per annum; and, a third and final payment of $ 11,022.48 principal plus interest at the rate of 8% per annum; 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.

DONELSON DEVELOPMENT COMPANY, INC., hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto

BRENT HURD, TRUSTEE, with full power to mortgage, sell, transfer and convey any part or all of the same without the joinder of any beneficiary, herein called grantee, his successors, representatives and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two tracts of land in Davidson County, Tennessee, Tract I being the northerly 200 ft. of the easterly 80 ft. of Lot No. 3 and the northerly 200 ft. of the westerly 4 ft. of Lot No. 4 on the Map of J. H. Vaughan and Ellis Brother's Subdivision of the Arch Harper homeplace, of record in Book 332, page 172 and 173, Register's Office for Davidson County, Tennessee, and being further described by survey dated October 25th, 1975, by Ralph W. C. Lambert, Surveyor as follows:

Said Tract I begins at an iron pin on the southerly margin of Lebanon Road 4 ft. east of the northwesterly corner of Lot 4 of said subdivision; thence south 11° east 200 ft. to an iron pin; thence south 78° 45' west 84 ft. to an iron pin; thence north 11° west 200 ft. to an iron pin on the southerly margin of Lebanon Road; thence with the southerly margin of Lebanon Road north 78° 45' east 84 ft. to the point of beginning and;

BEING the same real property conveyed to Donelson Development Company, Inc., by the trustees of the McWhirtersville Lodge Number 375, F. & A. M. of record in Book 2741, page 2, Register's Office for Davidson County, Tennessee.

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 John G. Doak, Trustee 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 full insurable value and 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:

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 1st day of June 19 76.

DONELSON DEVELOPMENT COMPANY, INC.,

BY: J.K. Freeman Pres.

Brent Hurd, Trustee

BRENT HURD, TRUSTEE

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 Brent Hurd, Trustee with full powers

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of June, 1976

Marie J. Fitzpatrick, Notary Public.

Commission expires 6-25-79

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared J.K. Freeman with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Donelson Development Company, Inc., 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 Nashville, this 1st day of June, 1976

Simone Mitchell, Notary Public.

Commission expires July 27, 1977

FELIX DAVIDSON CLERK & MASTER DAVIDSON CO. TENN. JUL 2 10 09 AM '76 IDENTIFICATION REFERENCE

D56653

Included in the above described property but hereby expressly excluded therefrom is a portion of a right-of-way for ingress and egress more particularly described in an instrument of record in Book 2496, page 492, said Register's Office.

Also conveyed herewith is the right to use said perpetual right-of-way for ingress and egress as set forth in said instrument.

This conveyance is also subject to a restriction that "no sale of alcoholic beverages shall be permitted on this property" as contained in an instrument of record in Book 2741, page 2, said Register's Office.

TRACT II being a part of Lot 4 on the Map of J. W. Vaughan and Ellis Brother's Subdivision of the Arch Harper homeplace described by survey dated July 13, 1975 by Ralph W. C. Lambert as follows:

BEGINNING at a point in the southerly margin of the right-of-way of Lebanon Road 54 ft. easterly from the common northerly corner of Lots No. 3 and 4; thence south 11° west 236.3 ft. to an iron pin; thence south 78° 45' west 50 ft. to an iron pin; thence north 236.3 ft. to an iron pin on the southerly margin of Lebanon Road which point is 4 ft. easterly from said common corner of Lots 3 and 4; thence with the southerly margin of Lebanon Road, north 78° 45' east 50 ft. to the point of beginning.

BEING the same real property conveyed to Donelson Development Company, Inc., by deed from Bob Baker, Trustee with full powers, as of record in Book 4976, page 493, Register's Office for Davidson County, Tennessee.

Included in the above described property but expressly excluded therefrom is a portion of a right-of-way for ingress and egress described by an instrument of record in Book 2496, pge 492, said Register's Office.

Conveyed herewith in this instrument is the right to use said perpetual right-of-way for ingress and egress as described in said instrument of record in Book 2496, page 492, said Register's Office. This conveyance is subject to the restriction that no sale of alcoholic beverages shall be permitted on this property as contained in an instrument of record in Book 2741, page 2, said Register's Office.

JUL-2 76	CONV	90,000.00			
JUL-2 76	CONV	90,000.00			
JUL-2 76	CONV	35,000.00			
JUL-2 76	MORT'G	31,022.48			
JUL-2 76	S'TAX		B*	559.00	
JUL-2 76	S'TAX		B*	29.00	
JUL-2 76	FR'FEE		B*	.50	
JUL-2 76	W'DEED		B*	6.00	* 594.50