INSTALLMENT DEED

BOOK 5092 PAGE 963

For and in Consideration of the sum of--EIGHT-THOUSAND, NINE-HUNDRED AND 00/100 ($8,900.00)---------- Dollars,

of which -ONE-THOUSAND, THREE-HUNDRED AND 00/100 ($1,300.00)------- Dollars,

has been paid in cash by Otis M. Maines, an unmarried person

the receipt of which is hereby acknowledged, and for the remainder ---SEVEN-THOUSAND, SIX-HUNDRED AND 00/100 ($7,600.00)---------- Dollars,

the said Otis M. Maines, an unmarried person has this day executed his one promissory note of even date herewith in the principal sum of $7,600.00 payable to the order of Melvin A. Baker and wife, Bonnie R. Baker, and executed by Otis M. Maines, an unmarried person, and given as part of the purchase money on the herein described property. Said note is payable in 32 consecutive quarterly installments of $237.50 each, plus interest, interest being at the rate of 8½% per annum on the unpaid principal sum. The first payment falling due on the 18th day of February, 1977, and thereafter, said consecutive quarterly installment payments shall continue quarterly on the 18th day of May, August, November and February of each consecutive year as aforesaid until fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

all of said notes bearing ~~six~~ 8½% 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, Melvin A. Baker and wife, Bonnie R. Baker

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have this day bargained and sold, and do hereby transfer and convey unto the said Otis M. Maines, an unmarried person, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th Civil District of Davidson County, Tennessee, being a 5 acre plus 2.7 acre plus .3 acre or a total of 8.0 acres, more or less, according to a survey by Barry Greer and Associates dated October, 1976. This property fronts on the southerly side of Huffman Road as to 7.7 acres and on the northerly side of Huffman Road as to .3 acre.

TRACT I: Consisting of 7.7 acres, begins at an iron pin in the center of an old road, which point is determined by measuring 372 feet down the middle of the old road in a generally westerly direction to where it intersects the southerly margin of Huffman Road and then as measured along the southerly margin of Huffman Road 441.13 feet in a generally westerly direction to the intersection of the southerly margin of Huffman Road and the easterly margin of Greenbrier Road. Now from the original beginning point in the aforesaid old road North 53 degrees East 106 feet to an iron pin in the southerly margin of Huffman Road; thence in the southerly margin of Huffman Road North 82 degrees 50 minutes East 52 feet; continuing with a slight curve in the southerly margin of Huffman Road generally easterly 105.05 feet to a point; thence the southerly margin of Huffman Road widens with off set South 03 degrees 49 minutes West 15 feet to an iron pin in southerly margin of Huffman Road as now widened and in the southerly margin continuing in a generally easterly direction in a slight curve 139.54 feet to an iron pin; thence Huffman Road in the southerly margin narrows with an offset North 18 degrees 49 minutes East 15 feet to an iron pin; then continuing with the southerly margin of Huffman Road now narrower and with a slight curve 4.94 feet to an iron pin; then continuing in the southerly margin of Huffman **(Cont'd. see page 3)..

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 Otis M. Maines, an unmarried person 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 Otis M. Maines, an unmarried person his 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, I, the said Otis M. Maines, an unmarried person

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.

I, the said Otis M. Maines, an unmarried person 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.

I 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 I 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 I, the said Otis M. Maines, an unmarried person 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 I 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; I 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. I 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. I 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.

Road South 70 degrees 40 minutes East 234.13 feet to an iron pin; thence now leaving Huffman Road South 06 degrees 19 minutes West 338.7 feet to an iron pin; thence South 04 degrees 10 minutes West 200 feet to an iron pin; thence North 81 degrees 07 minutes West 591.9 feet to a point; thence North 03 degrees 33 minutes East 199.14 feet and 280.2 feet to the point of beginning.

TRACT II: Beginning at an iron pin in the center of an old road where it intersects the northerly margin of Huffman Road, said beginning point being in that most northerly point of the old Baker farm which lay on the easterly side of Huffman Road; thence with the westerly margin of Huffman Road with a curve in a generally southerly direction 244.57 feet plus 155.77 feet to an iron pin; thence leaving Huffman Road and running along the following calls and distances: North 51 degrees West 100.3 feet; North 61 degrees 37 minutes West 134.4 feet; South 82 degrees 31 minutes West 157.82 feet; South 57 degrees 03 minutes West 41.73 feet; to the point of beginning, containing .3 acre, more or less. This is part of the Baker farm which was left over when Huffman Road was built and is sold as is, where is, without guarantee as to use.

Being part of the same property conveyed to Melvin A. Baker by deed from A. M. Felts and wife, Allie Mae Felts, of record in Book 2497, Page 347, Register's Office for Davidson County, Tennessee.

The wife of Melvin A. Baker joins in this conveyance for the purpose of conveying any marital rights or interest she may have in said property.

This instrument is made subject to all applicable local government planning, building and zoning regulations.

The following restrictions will be applicable to the within described property and inure to the benefit of the other Baker Grantees on Greenbrier and Huffman Roads and enforceful for a period of twenty-five (25) years:

1. No junk cars may be stored on premises.
2. No used building material or unsightly material may be stored on premises.
3. No commercial raising of swine or poultry. Swine for personal use must be kept back at least 500 feet from front property line on road.

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 Melvin A. Baker and wife, Bonnie R. Baker and Otis M. Maines, an unmarried person hereunto set our hands at Nashville, Tennessee, this the 18 day of November 19 76

Otis M. Maines

Melvin A. Baker

Bonnie R. Baker

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Melvin A. Baker and wife, Bonnie R. Baker, and Otis M. Maines, an unmarried person

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 18th day of November, 1976

Louise Smith, Notary Public.

Commission Expires 8-3-80

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19___

_____, Notary Public.

Commission Expires _____

D 7 9 4 2 1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ... IDENTIF. REFERENCE ....., 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 ..... REGISTER DAVIDSON COUNTY, TENN. .....,

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 .....

DEC-2 CONV *8,900.00
DEC-2 MORT'G *7,600.00
DEC-2 S'TAX B* 23.14
DEC-2 S'TAX B* 5.60
DEC-2 PR'FEE B* .50
DEC-2 W'DEED B* 10.00 * 3921

..... Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Melvin A. Baker , et ux

TO
Otis M. Maines, an unmarried person

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

YOKLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Otis M. Maines (NAME)	New Owner (NAME)	p/o
205 Wiley St (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 5-11
Madison Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14D-28380

THIS INSTRUMENT WAS PREPARED BY

TOM G. COLEMAN, JR.
Attorney at Law
1623 Parkway Towers
Nashville, Tenn. 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 8,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18 DAY OF November, 1976

Notary Public

MY COMMISSION EXPIRES: 8-3-80