INSTALLMENT DEED

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For and in Consideration of the sum of ----TWENTY-THOUSAND AND 00/100----------

----------Dollars,

of which ---TWO-THOUSAND AND 00/100 ($2,000.00)----------Dollars,

has been paid in cash by Dan E. Pearson and wife, Lucille P. Pearson

the receipt of which is hereby acknowledged, and for the remainder ---EIGHTEEN-THOUSAND AND 00/100 ($18,000.00)----------Dollars,

the said Dan E. Pearson and wife, Lucille P. Pearson ha ve assumed and agreed to pay the remaining balance of a first mortgage in the amount of $5,591.40 of record in Book 4922, Page 716, said Registers Office, and a second mortgage in the amount of $5,466.08 of record in Book 5018, Page 403, said Register's Office, and for the remainder, the said Grantees have this day executed their one promissory note of even date herewith payable to the order of Aubrey D. Gillem, Sr., and executed by Dan E. Pearson and wife, Lucille P. Pearson, in the principal sum of $6,942.52. Said note is payable as follows: Interest at the rate of 8½% per annum on the unpaid principal sum due and payable six (6) months from date, and thereafter, to be paid in thirteen (13) consecutive quarterly installments of $500.00 each, plus interest, interest being at the rate of 8½% per annum on the unpaid principal sum, and a fourteenth (14th) and final installment payment in the amount of $442.52 plus interest at the rate of 8½% per annum on the unpaid principal sum. The first quarterly installment shall become due and payable**

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, Aubrey D. Gillem, Sr., single

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have this day bargained and sold, and do hereby transfer and convey unto the said Dan E. Pearson and wife, Lucille P. Pearson , their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 65 and the westerly 10 feet of Lot No. 64 on the Plan of Barrow's Addition to Edgefield, now East Nashville, as of record in Plan Book 1, Page 13, Chancery Court at Nashville.

Said Lot No. 65 and the westerly 10 feet of Lot No. 64 front together 60 feet on the southerly side of Russell Street, and extends back between parallel lines, 170 feet to an alley.

Being the same property conveyed to Aubrey D. Gillem, Sr., single, by deed from Annie Jean Clark, single, of record in Book 5018, Page 403, Register's OFfice for Davidson County, Tennessee.

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

**on the 23rd day of September, 1977, and thereafter, said consecutive quarterly installments shall continue quarterly on the 23rd day of December, March, June and September of each year as aforesaid until fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

This is unimproved ( ) improved ( ) property, know as 816 (House Number) Russell STreet (Street) Nashville, Tennessee (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 Dan E. Pearson and wife, Lucille P. Pearson heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Dan E. Pearson and wife, Lucille P. Pearson, 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 Dan E. Pearson and wife, Lucille P. Pearson

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 Dan E. Pearson and wife, Lucille P. Pearson

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 Dan E. Pearson and wife, Lucille P. Pearson 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 Aubrey D. Gillem, Sr., single and Dan E. Pearson and wife, Lucille P. Pearson hereunto set our hands at Nashville, Tennessee, this the 23rd day of December 19 76

Dan E. Pearson

Lucille P. Pearson

A. D. Gillem, Sr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Aubrey D. Gillem, Sr., single, and Dan E. Pearson and wife, Lucille P. Pearson

the bargainor S, 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 23rd day of December, 19 76

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 _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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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)

DEC 27 CONV 20,000.00
DEC 27 MORT'G *6,942.52
DEC 27 STAMP 52.00
DEC 27 SELF AS .50
DEC 27 W'DEED 8* 8.00 * 65.40

INSTALLMENT DEED

FROM
Aubrey D. Gillem, Sr., single

TO
Dan E. Pearson, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 82635

IDENTIF. REFERENCE

DEC 27 10 59 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

TOBLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dan E. Pearson, et ux (NAME)	New Owner (NAME)	Map 82-16
900 Riverside Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 144
Nashville, Tenn. 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	18W-3800

THIS INSTRUMENT WAS PREPARED BY

Prepared By:

Tom G. Coleman, Jr.
Attorney at Law
1623 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 20,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF December, 1976.

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)