BOOK 5119 PAGE 938 119-9

133 pw

INSTALLMENT DEED

For and in Consideration of the sum of ONE HUNDRED EIGHTY FIVE THOUSAND AND NO/100 ($185,000.00) Dollars,

of which Twenty Five Thousand and No/100 ($25,000.00) Dollars,

has been paid in cash by David S. Harkness

the receipt of which is hereby acknowledged, and for the remainder One Hundred Sixty Thousand and No/100 ($160,000.00) Dollars,

the said David S. Harkness has executed his one note of even date herewith in the original principal amount of $160,000.00, payable to the order of Stanley Bernard, Trustee, as follows: Interest only at the rate of 8-1/2% per annum payable in monthly installments for a period of 3 years in installments of $1,133.34 each, with the first installment to interest to become due and payable on the 1st day of April, 1977, and thereafter a like sum on the 1st day of each succeeding month, with the last payment to interest only to become due and payable on the 1st day of March, 1980. Payments to both principal and interest shall become due and payable as follows: On the 1st day of April, 1980, the sum of $1,485.28, and thereafter a like amount on the 1st day of each succeeding month, with the last and final installment to both principal and interest to become due and payable on or before the 1st day of March, 1997. Said installments to both principal and interest to be applied first to interest at the rate of 8-1/2 per cent per annum and balance to the principal sum, until the entire amount, both principal and interest shall have been paid in full, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing 8-1/2 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, I, Stanley Bernard, Trustee

have this day bargained and sold, and do hereby transfer and convey unto the said David S. Harkness his heirs and assigns,

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

Land in the 6th Civil District of Davidson County, Tennessee, and described according to a survey made by James L. Murphy, Jr., & Co., dated May 17, 1968, as follows:

Beginning at a point lying on the easterly margin of NOlensville Road, said point further described as lying 398, more or less, feet south of the southerly margin of Whitsett Road; thence leaving the said margin of Nolensville Road north 74 degrees 20 minutes east a distance of 180.2 feet to a point lying on the westerly line of the E. T. Brown Subdivision, as of record in Book 332, page 60, Register's Office, Davidson County, Tennessee; thence running with the said westerly line of the E. T. Brown Subdivision south 15 degrees 34 minutes 20 seconds east a distance of 200.5 feet to a point; thence leaving the said line of the E. T. Brown Subdivision south 74 degrees 20 minutes 40 seconds west a distance of 176.43 feet to a point lying on the easterly margin of Nolensville Road; thence running with the said easterly margin of Nolensville Road north 16 degrees 39 minutes west a distance of 200.5 feet to the point of beginning, containing 0.82 more or less, acres.

Being the same property conveyed to Stanley Bernard, Trustee, by deed from Ronald S. Ligon and wife, Mary Frances Ligon, of record in Book 4174, page 699, and by deed from Frank M. Bess, Jr., and A. Hugh Brewer, of record in Book 4173, page 945 Register's Office for Davidson County, Tennessee.

There is also conveyed herewith all of the grantor's right, title and interest in and to that certain easement retained in the deed from Dr. Stanley Bernard, Trustee, to Fred Horrell, Steve Horrell and Henry Horrell d/b/a Horrell Realty and Investment Company, a Partnership, of record in Book 5116, page 32, Register's Office for Davidson County, Tennessee, as follows:

A permanent easement for ingress and egress over and upon the southerly side of the tract of land hereinabove described as Tract No. 1 of a width sufficient to allow the passage of a truck with trailer 10 feet wide and 40 feet along, together with the additional width and depth upon the easterly part of said tract sufficient to permit the turning of a truck to an angle allowing for the loading and unloading of merchandise to and from the building presently existing on the tract of land lying south of and immediately adjacent to said Tract No. 1, as hereinabove described, all to be consisent with the use presently being made of the area for ingress and egress of a truck.

This conveyance is made subject to restrictive covenants of record in Book 1511, page 613; and an easement for sanitary sewers and/or storm drainage granted to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4102, page 337, Register's Office for Davidson County, Tennessee.

This is improved property located at 2704 Nolensville Road - Nashville, Tennessee 37211.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David S. Harkness his 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, my successors~~xxxxx~~ and representatives, to warrant and forever defend the title to said David S. Harkness 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 me in hand paid, I, the said David S. Harkness

do hereby transfer and convey unto Herbert R. Rich, 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 David S. Harkness 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 value 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 David S. Harkness 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 David S. Harkness his 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 Herbert R. Rich, 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 Stanley Bernard, Trustee and David S. Harkness hereunto set our hands at Nashville, Tennessee, this the 1st day of March 19 77

Stanley Bernard, Trustee

David S. Harkness

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Stanley Bernard, Trustee, and David S. Harkness

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 1st day of March, 19 77

Commission Expires March 21, 1979

Jo Ann Smith, Notary Public.

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)

MAR-1 77	CONV	90,000.00		
MAR-1 77	CONV	95,000.00		
MAR-1 77	MORT'G	90,000.00		
MAR-1 77	MORT'G	70,000.00		
MAR-1 77	S'TAX		B* 481.00	
MAR-1 77	S'TAX		B* 158.00	
MAR-1 77	PR'FEE		B* .50	
MAR-1 77	W'DEED		B* 10.00	* 649.50

Atty Title 203917

INSTALLMENT DEED

FROM Stanley Bernard, Trustee

TO David S. Harkness

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 91584

IDENTIF. REFERENCE

MAR 1 3 27 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

TOKLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David S. Harkness (NAME)	David S. Harkness (NAME)	
4005 Brookhaven Drive (STREET ADDRESS OR ROUTE NUMBER)	4005 Brookhaven Drive (STREET ADDRESS)	
Nashville, Tennessee 37204 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37204 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Herbert R. Rich, Attorney
213 Third Avenue, North
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 185,000.00 David S. Harkness
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF March, 19 77

Jo Ann Smith
Notary Public

MY COMMISSION EXPIRES: March 31, 1979