INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Thousand ($100,000.00) .....
.....Dollars,
of which the sum of Twelve Thousand ($12,000.00) .....Dollars,
has been paid in cash by the purchasers, E. Roque Fajardo and Carol Waldon,
the receipt of which is hereby acknowledged, and for the remainder of Eighty Eight Thousand
($88,000.00) .....Dollars,
the said purchasers, E. Roque Fajardo and Carol Waldon, have assumed the balance owing on the first deed of trust on the property herein conveyed amounting to $70,000.00 and for the remainder of the purchase price have executed and delivered to the seller, Edwin C. Lanz, their three promissory notes for the sum of $6,000.00 each, payable to Douglas Martin Baltz, Robert Welch Hurst, and Elwin C. Lanz, respectively, and payable monthly after date in installments of $74.40 each, the total of the installments representing the return of the principal amortized at the rate of 8½% per annum over a 10 year period, and the first installment falling due on June 1, 1977.

~~all of said notes bearing six 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, Elwin C. Lanz,

have this day bargained and sold, and do hereby transfer and convey unto the said E. Roque Fajardo and Carol Waldon, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land being Lots 78 and 79 on the Plan of Madison Realty Company's Subdivision of record in Book 547, page 164, Register's Office for Davidson County, Tennessee.

Said lots together are more particularly described as follows:

Beginning at a point in the northerly margin of Harris Street in Madison, Tennessee, said point being 255 feet, more or less, from the intersection of Harris Street and Gallatin Road and also being the southwest corner of Lot 79 and the southeast corner of Lot 80 as shown on the Plan of the Madison Realty Company's Subdivision. Thence, leaving the northerly margin of Harris Street, North 04° 59' 49" East 134.04 feet to an iron pin, being the northwest corner of Lot 79 and the northeast corner of Lot 80 on said Plan; thence, South 84° 10' 28" East 150.00 feet to an iron pin, being the northeast corner of Lot 78 and the northwest corner of Lot 77 on said Plan; thence, South 05° 01' 34" West 126.98 feet to an iron pin in the northerly margin of Harris Street, being the southeast corner of Lot 78 and the southwest corner of Lot 77 on said Plan; thence, along the northerly margin of said street North 86° 52' 21" West 150.00 feet to the point of beginning.

Being the same property conveyed to Elwin C. Lanz by deed from Cyrus E. Kendall and Esther C. Kendall of record in Book 5086 Page 815 Register's Office for Davidson County, Tennessee.

The interest of E. Roque Fajardo is sixty percent and the interest of Carol Waldon in the property herein conveyed.

This is unimproved ( ) improved (X) property, know as 115 (House Number) Harris Street (Street) Madison (P. O. Address) Tenn. (City or Town) 37115 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said E. Roque Fajardo and Carol Waldon, their 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, except for the deed of trust recorded in Book 5086, page 815, RODC, Tenn. and current taxes. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said E. Roque Fajardo and Carol Waldon, 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 in hand paid, us, the said E. Roque Fajardo and Carol Waldon

do hereby transfer and convey unto Jordan Stokes III, 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 E. Roque Fajardo and Carol Waldon 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 $ 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 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 E. Roque Fajardo and Carol Waldon 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 us, our 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 Jordan Stokes III, 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 Elwin C. Lanz, seller, and E. Roque Fajardo and Carol Waldon hereunto set our hands at Nashille, Tennessee, this the 28 day of April 1977

Elwin C. Lanz

E Roque Fajardo

Carol Waldon

I, Adina J. Lanz, wife of the seller, Elwin C. Lanz, join in this conveyance to evidence my consent thereto and my waiver of any rights I may have therein, including homestead.

Adina J. Lanz

Adina J. Lanz

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Dorothy A. Ferguson, a Notary Public in and for said County and State, the within named Elwin C. Lanz, Adina J. Lanz, his wife, E. Roque Fajardo, and Carol Waldon

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 28 day of April, 19 77

Dorothy A. Ferguson, Notary Public

Commission Expires 4/30/78

DOROTHY A. FERGUSON NOTARY PUBLIC DAVIDSON COUNTY

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 }

BOOK 5141 PAGE 234

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 .....

APR 28 77 DEED 90,000.00
APR 28 77 (over for additional acknowledgements)
APR 28 77 MORT'G 18,000.00
APR 28 77 S'TAX B* 260.00
APR 28 77 S'TAX B* 16.00
APR 28 77 PR'FEE B* .50
APR 28 77 W'DEED B* 8.00 * 284.50

INSTALLMENT DEED

FROM
Edwin C. Lanz

TO
E. Roque Fajardo & Carol Waldon

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E01110

IDENTIF. REFERENCE

APR 28 2 08 PM '77

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
E. Roque Fajardo & Carol Waldon	Same (NAME)	43-13 254
115 Harris Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Jordan Stokes III
Attorney at Law
1206 Sudekum Bldg.
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000.00

E. Roque Fajardo
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF April, 19 77.

Jordan Stokes III
Notary Public

MY COMMISSION EXPIRES: 4/30/80