INSTALLMENT DEED

For and in Consideration of the sum of ($14,000.00)

FOURTEEN THOUSAND AND NO/100 Dollars,

of which TWO THOUSAND EIGHT HUNDRED AND No/100 Dollars,

has been paid in cash by Robert F. Barber and wife, Betty R. Barber

the receipt of which is hereby acknowledged, and for the remainder ($11,200.00)

ELEVEN THOUSAND TWO HUNDRED AND NO/100 Dollars,

the said Robert F. Barber and wife, Betty R. Barber have

executed their installment deed note of even date herewith in the original principal amount of $11,200.00, payable to the order of John McDonald and wife, Joy R. McDonald as follows: On the 2nd day of October, 1977, the sum of $933.33 and thereafter the sum of $933.33 on the 2nd day of each succeeding January, April, July and October, the last installment for the sum of $933.37, being due on the 2nd day of July, 1980, The unpaid principal bears interest at the rate of 6 3/4% per annum, to be computed from time to time on the unpaid principal balance and to become due and payable on each and every payment date, all in accordance with the terms and conditions as set out in said note.

and 3/4

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, John McDonald and wife, Joy R. McDonald

have this day bargained and sold, and do hereby transfer and convey unto the said

Robert F. Barber and wife, Betty R. Barber their heirs and assigns,

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

Land lying and being in the 4th Civil District of Davidson County, Tennessee, being a portion of the Hollis Hager Farm plan of record in Plat Book 1, page 54, Chancery Court at Nashville for Davidson County, Tennessee, and described according to an unrecorded survey made by Joe Charles Wilson, Sr., and shown as Tract 3 on said survey described as follows, to-wit:

BEGINNING at a point in the easterly margin of New Hope Road said point being located 608.8 feet as measured along the easterly margin of New Hope Road in a northerly direction from the northwest corner of the property conveyed to Mildred Collins of record in Book 1644, page 503, Register's Office for Davidson County, Tennessee; thence with the easterly margin of New Hope Road, North 6° 12' 35" east, 256.00 feet to an iron pin; thence leaving said margin with the south line of Tract #4, south 82° 15' 28" east, 823.32 feet to an iron pin in Shelton's west line; thence, with Shelton's west line, South 5° 20' 53" west, 256.13 feet to an iron pin; thence, with the north line of Tract #2, North 82° 15' 28" West, 827.17 feet to the point of beginning, containing 5.00 acres, more or less.

BEING part of the same property conveyed to John McDonald, by deed from Dr. R. T. Thurman and wife, Lucille W. Thurman, of record in Book 4238, page 593, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as _____ New Hope Road _____
(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 Robert F. Barber and wife, Betty R. Barber heirs and assigns forever 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 said real estate to said Robert F. Barber and wife, Betty R. Barber, 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 Robert F. Barber and wife, Betty R. Barber

do hereby transfer and convey unto , 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 Robert F. Barber and wife, Betty R. Barber 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.

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 Robert F. Barber and wife, Betty R. Barber 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 Robert F. Barber and wife, Betty R. Barber representatives or assigns.

This conveyance is made subject to the following: BOOK 5168 PAGE 916

Title to that portion of the premises embraced within the bounds of any roads or highways.

A family graveyard of about 1/4 of an acre reserved in the deed from G. R. Jackson, and wife, to Walter Dorris, et al, of record in Book 542, page 557, Register's Office for Davidson County, Tennessee, located adjacent to the north line of this tract being 563 feet (plus or minus) from New Hope Road, part of which is on this tract and part of which is on Tract #4. Said cemetery is approximately 90 feet long and 86 feet wide, as shown on survey ofJoe Charles Wilson Sr., with all rights of ingress and egress thereto.

The survey of J. R. Scott, dated October 25, 1951, shows a power line across the west part of the premises. (May or May not apply to said property)

Any Visible easement that an inspection of the premises would disclose.

This conveyance is also made subject to the following restrictive covenants:

1. All barns and related type buildings must be setback 200 feet or more from property line adjoining New Hope Road.

2. No trailer or mobile home, basement house, garage, barn or other building may be used as temporary or permanent living quarters.

3. Swine or commercial poultry on property is prohibited.

4. Storage of junk cars, storage of building materials or other offensive or unsightly storage is prohibited.

Restrictions to remain in force until June 30, 1997.

JUL-87	CONV	14,000.00				
JUL-87	MORT'G	11,200.00				
JUL-87	S'TAX		B*	36.40		
JUL-87	S'TAX		B*	9.20		
JUL-87	PR'FEE		B*	.50		
JUL-87	W'DEED		B*	10.00	*	56.10

~~JUL-87 CONV 14,000.00~~
~~JUL-87 MORT'G 11,200.00~~
~~JUL-87 S'TAX B* 36.40~~
~~JUL-87 S'TAX B* 9.20~~
~~JUL-87 PR'FEE B* .50~~
~~JUL-87 W'DEED B* 10.00 * 54.10~~

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 Dewey W. Pedigo, 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 John McDonald and wife, Joy R. McDonald, and Robert F. Barber and wife, Betty R. Barber hereunto set our hands at Nashville, Tennessee, this the 1st day of July 1977

John McDonald

Joy R. McDonald

Robert F. Barber

Betty R. Barber

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John McDonald and wife, Joy R. McDonald, and Robert F. Barber and wife, Betty R. Barber

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 July, 1977

Commission Expires Aug. 12, 1978

Betty B. Simmons, Notary Public

NOTARY PUBLIC STATE OF TENNESSEE

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_____

IDENTIFICATION REFERENCE
JUL 8 4 00 PM '77
REGISTER
DAVIDSON CO., TENN.
FEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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)

BOOK 5168 PAGE 918

INSTALLMENT DEED

FROM
JOHN MCDONALD AND WIFE,

TO
JOY R. MCDONALD

ROBERT F. BARBER AND WIFE,

BETTY R. BARBER

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ROBERT F. BARBER (NAME)	SAME (NAME)	MAP 87
Route 8 - Osborne Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par p/o 44
Box 470-A Murfreesboro, Tennessee 37130 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 14,000.00

Affiant

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

Betty B Simmons
Notary Public

MY COMMISSION EXPIRES: Aug. 12, 1978

(AFFIX SEAL)