INSTALLMENT DEED

For and in Consideration of the sum of ----------($14,300.00)----------

FOURTEEN THOUSAND THREE HUNDRED AND NO/100---------- Dollars,

of which TWO THOUSAND EIGHT HUNDRED SIXTY AND NO/100---------- Dollars,

has been paid in cash by Robert E. Earheart, unmarried

the receipt of which is hereby acknowledged, and for the remainder ------($11,440.00)--------

ELEVEN THOUSAND FOUR HUNDRED FORTY AND NO/100---------- Dollars,

the said Robert E. Earheart, unmarried has executed his one installment deed note of even date herewith in the original principal amount of $11,440.00, payable to the order of John McDonald and wife, Joy R. McDonald, as follows: On the 2nd day of October, 1977, the sum of $953.33, and thereafter the sum of $953.33 on the 2nd day of each succeeding January, April, July and October, the last installment for the sum of $953.37, 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.

all of said notes bearing six and 3/4 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, We, John McDonald and wife, Joy R. McDonald

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have this day bargained and sold, and do hereby transfer and convey unto the said Robert E. Earheart his 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 Hagar 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 1 on said survey described as follows, to-wit:

BEGINNING at a point in the easterly margin of New Hope Road said point being the southwest corner of the herein described tract of land and 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 said margin with a curve to the left with a radius of 1866.78 feet for a distance of 314.23 feet to a point; thence continuing with said margin North 22° 29' 30" West, 35.90 feet to an iron pin; thence leaving said margin with the south line of Tract #2, South 82° 15' 28" East, 749.34 feet to an iron pin; thence with Shelton's west line, South 5° 20' 53" West, 315.66 feet to an iron pin in Nichols' north fence line; thence with Nichols' and Collins north line, North 82° 10' 31" West 609.76 feet to the point of beginning, containing 5.00 acres, more or less.

Being part of the 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 _____ (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 E. Earheart, unmarried 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 E. Earheart, unmarried 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 us in hand paid, I, the said Robert E. Earheart, unmarried

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.

I, the said Robert E. Earheart, unmarried 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 Robert E. Earheart, unmarried 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 Robert E. Earheart, unmarried 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 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 E. Earheart, unmarried hereunto set our hands at Nashville, Tennessee, this the 1st day of July 19 77

John McDonald

Joy R. McDonald

Robert E. Earheart, unmarried

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 E. Earheart, unmarried

the bargainor, S.A., 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, 19 77

Commission Expires Mar 1, 1980

Walter B. Griffin, Notary Public.

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 & wife Joy R McDonald

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 this 1st day of July, 1977

Commission Expires 7/6/81

Jane N. Floyd, Notary Public

FILED FOR RECORD AT 4:03 P.M. JUL 8 1977 FEE $ 1.00

E 13463

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5168 PAGE 922

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)

INSTALLMENT DEED

FROM
JOHN McDONALD AND WIFE, JOY R. McDONALD

TO
ROBERT E. EARHEART, UNMARRIED

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ROBERT E. EARHEART (NAME)	Same (NAME)	Map 87
1824 Murfreesboro Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par P/o 44
Nashville, Tennessee (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

$ 14,300.00

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

Notary Public

MY COMMISSION EXPIRES: 7/6/81

(AFFIX SEAL)

This conveyance is made subject to the following:

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

Any liability arising out of an agreement relative to rights of way, roads, or land that is reserved to Dennis E. McClendon and wife, as set out in deed of record in Book 1638, page 58, Register's Office for Davidson County, Tennessee, and in Deed Book 134, page 357,Register's Office for Wilson County, Tennessee.

Easement for a right-of-way in the deed from Walter Dorris, et al, to J. R. Jackson, of record in Book 615, page 266, Register's Office for Davidson County, Tennessee. Said right-of-way is described as "Beginning at my southeast corner where it intersects with the line of Miss Polly Steele, running west to what is known as the Hager Lane", and as shown on the survey made by Joe Charles Wilson Sr.

The survey of J. R. Scott, dated October 25, 1951, shows a power line across the west part of the premises.

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 any other offensive or unsightly storage is prohibited.

Restrictions to remain in force until June 30, 1997.

JUL-87	CONV	14,300.00				
JUL-87	MORT'G	11,440.00				
JUL-87	S'TAX		B*	37.18		
JUL-87	S'TAX		B*	9.40		
JUL-87	FEE		B*	.50		
JUL-87	DEED		B*	10.00	*	57.08