INSTALLMENT DEED

BOOK 5176 PAGE 485

For and in Consideration of the sum of---ONE-HUNDRED, THIRTY-TWO THOUSAND, EIGHT-HUNDRED, FORTY AND 00/100 ($132,840.00)----------Dollars, of which--TWENTY-FIVE THOUSAND AND 00/100 ($25,000.00)----------Dollars, has been paid in cash by Bettie Tavakoli, Trustee, the receipt of which is hereby acknowledged, and for the remainder--ONE-HUNDRED, SEVEN THOUSAND, EIGHT-HUNDRED, FORTY AND 00/100 ($107,840.00)----------Dollars, the said Bettie Tavakoli, Trustee has executed one promissory note of even date herewith in the principal sum of $107,840.00 payable to the order of Mrs. Nellie Wright, Clifford Rader, Mrs. Margaret Bush, Mrs. Louise Wright and Joe Clifford Rader, and executed by Bettie Tavakoli, Trustee, and given as part of the purchase money on the herein described property. Said note is payable on or before one (1) year from date, plus interest, interest being at the rate of 8½% per annum. Amounts paid will be credited first to interest due; balance to unpaid principal sum. When payment in full on this note has been made, Clifford Rader may release this installment deed on behalf of all the holders.

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, Mrs. Katie T. Rader, Mrs. Nellie Wright, Clifford Rader, Mrs. Margaret Bush, Mrs. Louise Wright and Joe Clifford Rader have this day bargained and sold, and do hereby transfer and convey unto the said Bettie Tavakoli, Trustee, her ~~heirs~~ successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 2nd Civil District of Davidson County, Tennessee, being the M. T. Rader Farm shown as 44.28 acres according to a survey by Petty & Petty, Surveyors, dated September 8, 1975, and described as follows:

Beginning at an iron pin in the northerly margin of Smith Springs Road being Rollins southwest corner and the southeast corner of property herein conveyed. Rollins acquired title to his property in Book 4631, Page 145, Register's Office for Davidson County, Tennessee. From the beginning point and in the northerly margin of Smith Springs Road the following calls and distances: South 78 degrees 54 minutes West 305 feet; South 76 degrees 10 minutes West 100 feet; South 69 degrees 15 minutes West 200 feet; South 75 degrees 10 minutes West 100 feet; North 84 degrees 36 minutes West 490 feet; thence leaving the northerly margin of Smith Springs Road North 4 degrees 34 minutes East 1587 feet to an iron pin; thence South 76 degrees 33 minutes East 438 feet to an iron pin; thence South 87 degrees 30 minutes East 100 feet to an iron pin; thence North 4 degrees 48 minutes East 407 feet to an iron pin; thence South 86 degrees 00 minutes East 291 feet to an iron pin; thence South 86 degrees 00 minutes East 305 feet to an iron pin; thence South 3 degrees 47 minutes West 534 feet to a point; thence South 3 degrees 20 minutes West 407 feet to an iron pin; thence South 4 degrees 05 minutes West 771 feet to the point of beginning.

Being the same property vested in Mrs. Nellie Wright, Clifford Rader, Mrs. Margaret Bush, Mrs. Louise Wright and Joe Clifford Rader as the surviving heirs at law of M. T. Rader, deceased, who acquired title to the land hereinafter described by deed from G. R. Rader and wife, M. C. Rader, A. L. Rader and wife, D. M. Rader,**(Cont'd., see page three)...

This is unimproved ( ) improved ( ) property, know 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 Bettie Tavakoli, Trustee successors ~~heirs~~ and assigns forever. We 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Bettie Tavakoli, Trustee successors her ~~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 Bettie Tavakoli, Trustee

do hereby transfer and convey unto Harry McNutt, 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 Bettie Tavakoli, Trustee 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 Bettie Tavakoli, Trustee 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 borrower 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 Harry McNutt, 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 Mrs. Katie T. Rader, Mrs. Nellie Wright, Clifford Rader, Mrs. Margaret Bush, Mrs. Louise Wright, and Joe Clifford Rader and Bettie Tavakoli, Trustee

hereunto set our hands at Nashville, Tennessee, this the 19 day of July 1977

Bettie Tavakoli, Trustee
Mrs Katie T. Rader
Clifford Rader
Mrs Margaret Bush
Mrs. Louise Wright
Mrs. Nellie Wright
Joe Clifford Rader

E16916

IDENTIFICATION REFERENCE
JUL 28 9 37 AM '77
REGISTER DAVIDSON COUNTY, TENN.

JUL 28 77	CONV	90,000.00		
JUL 28 77	CONV	42,840.00		
JUL 28 77	MORT'G	90,000.00		
JUL 28 77	MORT'G	17,840.00		
JUL 28 77	S'TAX		B*	345.28
JUL 28 77	S'TAX		B*	105.80
JUL 28 77	FEE		B*	.50
JUL 28 77	MTGFEE		B*	8.00 * 459.58

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mrs. Katie T. Rader, Mrs. Louise Wright, Clifford Rader, Mrs. Margaret Bush,

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 5th day of July, 1977

Commission Expires Oct 26, 1977

John R. Byrd, 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 Bettie Tavakoli, Trustee

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 19 day of July, 1977

Commission Expires 8-3-80

Notary Public.

THIS INSTRUMENT WAS PREPARED BY
Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICH EVER IS GREATER, FOR THIS TRANSFER IS $132,840.00 Affiant
SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 12th DAY OF July, 19 77
Notary Public
MY COMMISSION EXPIRES: 8-3-80
(AFFIX SEAL)

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bettie Tavakoli, Trustee (NAME)	New Owner (NAME)	Map 135
1702 Parkway Towers (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 163
Nashville, Tenn. 37219 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	2D-4586D

BOOK 5176 PAGE 488

**Continued from page one.....

J. B. Rader and wife, M. E. Rader, and S. J. Myrick and wife, L. M. Myrick, in Book 359, Page 212, Register's Office for Davidson County, Tennessee, and by deed from J. J. Rader and wife, Katie J. Rader, F. G. Rader and wife, Leila Rader, and E. K. Ellis and wife, Bessie L. Ellis, in Book 359, page 211, Register's Office for Davidson County, Tennessee.

Mrs. Katie T. Rader joins in this conveyance for the purpose of conveying her homestead, dower and any other marital rights that she may have in the within described property.

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

There is a small family cemetery on this property with approximately five graves, and this area must be respected and may be fenced by the Grantors if desired.

STATE OF FLORIDA
Pasco County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mrs. Nellie Wright

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Holiday Florida, this 8th day of July, 1977.

Notary Public, State of Florida at Large
My Commission Expires July 1, 1979

Notary Public

Commission Expires

STATE OF CALIFORNIA
County of ALAMEDA

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named Joe Clifford Rader

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at LIVERMORE, CALIFORNIA this 13th day of July, 1977

OFFICIAL SEAL
JOHNNIE M. DREW
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ALAMEDA COUNTY

Johnnie M. Drew, Notary Public