This Instrument Was Prepared
By: Dewey W. Pedigo
The Law Firm: Tedigo, Chalmers
[illegible] Stahlman Bldg.: Nashville, Tn

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
ROBERT E. EARHEART (NAME)	SAME (NAME)	
182Y MURFREESBORO RD. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
NASHVILLE TENN. 37217 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FORTY THOUSAND AND NO/100 ($40,000.00) *Dollars,*

of which TEN THOUSAND AND NO/100 ($10,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THIRTY THOUSAND AND NO/100 ($30,000.00) *Dollars,*

Robert E. Earheart *has executed*

an installment deed note in the principal amount of $30,000.00 payable to the order of William L. Tune, Jr. and wife, Mildred Lucile Tune. Said note being payable in 3 equal annual installments of $10,000.00 each plus interest at the rate of 10% per annum on the unpaid principal balance, with the first installment being due and payable August 25, 1978 and thereafter on the same day of each succeeding year alike amount, plus interest as set out above is due and payable until the entire amount, both principal and interest have been paid in full. Said note may be paid in full at anytime without penalty.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

William L. Tune, Jr. and wife, Mildred Lucile Tune

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

Robert E. Earheart, a single person

his *(successors), heirs and assigns,*

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

A tract of land in the 4th Civil District of Davidson County, Tennessee described according to a survey made by John Wilkes, Civil Engineer, April 16, 19[illegible], as follows:

Beginning at a point on the northerly margin of Central Pike, the southeast corner of the property conveyed to Hubert Murray Sharp and wife, by deed from S. Howell Sharp and wife, of record in Book 1554, page 593, Register's Office for said County: thence with the eastern boundary line of said Hubert Sharp property, northwardly 537 feet 4 inches to Huber Sharp's northeast corner; thence with the northern boundary line of said Hubert Sharp's property westwardly 199 feet 6 inches to Hubert Sharp's northwest corner, said point being in the eastern boundary line of the property conveyed to Herman Johnson; thence north 7½° east 1,716 feet 10 inches; thence south 85½° east 831 feet; thence south 5½° west 2,083 feet to a point on the northerly margin of said Central Pike; thence with the northerly margin of said Pike, south 80° west 326 feet and south 65° west 270 feet, more or less, to the beginning, containing 40 acres, more or less.

Continued....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $40,000.00

Subscribed and sworn to before me this 25th day of AUGUST

Robert E. Earheart
Affiant

My commission expires: [illegible]

Martha Jane Hall
Notary Public

Being the same property conveyed to William I. Tune, Jr. and wife, Mildred Lucile Tune by deed from S. Howell Sharp and wife, Alma V. Sharp of record in Book 4247, page 520, Register's Office for Davidson County, Tennessee.

Included in the above described property but expressly excluded therefrom is the property conveyed to Joseph Fiato and wife, Peggy Sue Fiato of record in Book 5162, page 159 Register's Office of Davidson County, Tennessee being described as follows to wit:

Being a certain tract of land and all improvements located in the 4th Civil District of Davidson County, Tennessee, more described as follows:

Beginning at a point in the northern margin of Central Pike, said point being the southwest corner of the J. W. Benson Property as recorded in Deed Book 2[illegible], page [illegible], said Register's Office; thence north 5° 30' east 1,0[illegible].0 feet to a point; thence north [illegible]° 30' west 170.0 feet to a point; thence south 5° 30' west 1,058.0 feet to a point in the northerly margin of Central Pike; thence east with said margin of Central Pike 174.5 feet to the point of beginning, containing 4.1 acres, more or less as described by a survey from John D. McCormick, dated June [illegible], 1977.

Also included is 4 acres of land lying adjacent to and to the rear of the above described property from Central Pike 4 acres of land which is under option to Joseph Fiato and wife, Peggy Sue Fiato.

The property conveyed by this instrument contains [illegible] acres, more or less.

It is further agreed by all parties hereto that in the event Joseph Fiato and wife, Peggy Sue Fiato does not exercise their option to purchase the additional four acres of land lying to the rear of their property that Robert E. Earheart and/or his assigns shall purchase said property for the total price of $4,000.00. The option granted Joseph Fiato and wife, Peggy Sue Fiato expires July 1, 1978 and said purchase shall be made on or before August 1, 1978.

This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert E. Earheart, his *(successors)*, *heirs and assigns forever.* I/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.*

AUG29	CONV	30,000.00			
AUG29	MORT'G	30,000.00			
AUG29	S'TAX		B*	104.00	
AUG29	S'TAX		B*	28.00	
AUG29	PR'FEE		B*	.50	
AUG29	W'DEED		B*	6.00	* 138.50

I/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, his *(successors)*, *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Robert E. Earheart *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Podigo, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ N/A *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

RECORDER'S MEMO: Legibility of Writing, Typing or Printing of This Document Unsatisfactory When Received.

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 24th *day of* August, *19*77.

E23000

IDENTIF. REFERENCE

AUG 29 1 48 PM '77

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.

Robert E. Earheart

William L. Tune, Jr.

Mildred Lucile Tune

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, MARTHA ANN LAMB, *a Notary Public in and for said County and State,* Robert E. Earheart and William L. Tune, Jr. and wife, Mildred Lucile Tune

the within named 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* 24th *day of* August, *19*77.

MARTHA ANN LAMB NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Martha Ann Lamb *Notary Public*

Commission expires 3-15-81