This Instrument is prepared by:
James R. Wyatt, Attorney
First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 5214 PAGE 808

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Pauline E. Roberts	SAME	MAP - 161-19
(NAME): 5354 Edmondson Pike	(NAME):	Parcel 1
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tenn. 37211	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifty Two Thousand Five Hundred and no/100--

----------($52,500.00)---------- *Dollars,*

of which Five Thousand and no/100----------

----------($ 5,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

Forty Seven Thousand Five Hundred and no/100---------- *Dollars,*

----------($47,500.00)----------

Pauline E. Roberts *ha* s *executed*

her note of even date herewith in the principal sum of $47,500.00, payable to the order of Edgar Turrentine and wife, Ethelyne Turrentine, in fifteen annual installments of $3,166.67 each due on the 27th day of October of each year, plus interest at the rate of 8% per annum, on the unpaid principal balance, with the first installment falling due October 27, 1978, and the others annually thereafter until said note is paid in full. Privilege of prepayment in part of the principal, plus interest, at any time without penalty is reserved by the grantee herein, and also privilege of prepayment in full after the first four years of the term of the loan without penalty is reserved.

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, We, Edgar Turrentine and wife, Ethelyne Turrentine,

have this day bargained and sold, and do hereby transfer and convey unto the said Pauline E. Roberts,

her *(successors), heirs and assigns,*

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

A tract of land in the 6th Civil District of Davidson County, Tennessee, in the southeast corner of the property conveyed by W. G. Hill and wife, to Carmack Cochran and wife, by deed of record in Book 1945, page 565, Register's Office for said County, and more particularly described according to a survey made by Turner Engineering Co., Inc., July 23, 1964, as follows:
Beginning at a point in the center of a concrete bridge and the center of Edmondson Pike, at a point where the southerly boundary of the land of Cochran and the northerly boundary of the land of Turrentine intersect the center of said Pike; thence, with the center of a branch as follows: West 60 feet; thence north 79° 00' west a distance of 75 feet; thence north 68° 55' west a distance of 90 feet; thence north 61° 15' west a distance of 120 feet; thence north 72° 00' west a distance of 75 feet; thence north 79° 00' west a distance of 175 feet, more or less, to the center of the west fork of Mill Creek; thence, continuing with the center of said creek as follows: North 20° 48' east a distance of 150 feet; thence north 11° 12' east a distance of 310 feet; thence north 6° 37' west a distance of 105 feet, more or less; thence leaving the center of said creek, south 81° 30' east a distance of 563 feet to a spike in the center of Edmondson Pike; thence with the center of said Pike, south 8° 30' west a distance of 631.1 feet to the point of beginning.

Continued

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $52,500.00

Subscribed and sworn to before me, this the 27th day of October 1977.

Affiant

My commission expires: 4/21/80 (Affix Seal)

Notary Public

Being the same property conveyed to Edgar Turrentine, by deed from R. L. Eatherly and wife, Frances B. Eatherly, of record in Book 3803, page 148, said Register's Office.

James H. Roberts joins in the execution of this instrument for the purpose of conveying any marital rights he might have in and to the herein described property.

This conveyance is subject to as follows:

Easement for electric power transmission line granted the United States of America by W. G. Hill, Jr. and wife, of record in Book 1512, page 528, Register's Office for Davidson County, Tennessee.

Easement for right-of-way of Owen-Winstead Pike lying within boundaries of premises.

Easement and right-of-way for an electric power transmission line 375 feet and 150 feet in width on and across premises with rights of ingress and egress and other rights and privileges as set out in grant to the United States of America for the use of Tennessee Valley Authority in the cause of U. S. A. vs. Carmack Cochran and wife, by decree of the District Court of the U. S. for the Middle District of Tennessee, Nashville Division, a certified copy of which said decree appears in Book 2280, page 165, Register's Office for Davidson County, Tennessee and in Book 3030, page 365, said Register's Office.

A perpetual easement and right-of-way granted City of Nashville acting by and through the Electric Power Board of said City by Carmack Cochran and wife, by instrument of record in Book 2595, page 563, Register's Office for Davidson County, Tennessee, to erect, maintain and operate an electric power transmission line with rights of ingress and egress and other rights and privileges as set out in said grant.

General Permit granted to Southern Bell Telephone and Telegraph Company, of record in Book 3843, page 628, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) 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 Pauline E. Roberts her *(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, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Pauline E. Roberts, her *(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 Pauline E. Roberts, *hereinafter referred to as trustors, hereby transfer and convey unto* James R. Wyatt, *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 $....., 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

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.***

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 27th *day of* October, *19* 77

Edgar Turrentine

Edgar Turrentine

Ethelyne Turrentine

Ethelyne Turrentine

Pauline E. Roberts

Pauline E. Roberts

James H. Roberts

James H. Roberts

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James P. Bohon, *a Notary Public in and for said County and State,* ~~James H. Roberts and wife, Pauline E. Roberts~~ Edgar Turrentine and wife, Ethelyne Turrentine

*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* 27th *day of* October, *19*77

James P. Bohon *Notary Public*

Commission expires 12/8/79

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Enoch, *a Notary Public in and for said County and State,* Pauline E. Roberts and husband, James H. Roberts,

the within named bargainors, 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 27th *day of* October, *19* 77

Mary Enoch
Notary Public

Commission expires 4/21/80

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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 .....

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238

2 33650

INSTALLMENT DEED

FROM
Edgar Turrentine et ux.

TO
Pauline E. Roberts

E 33369

IDENTIF. REFERENCE

OCT 27 12 41 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

OCT27 77	CONV	52,500.00			
OCT27 77	MORT'G	47,500.00			
OCT27 77	S'TAX		B*	136.50	
OCT27 77	S'TAX		B*	45.50	
OCT27 77	PR'FEE		B*	.50	
OCT27 77	W'DEED		B*	8.00	* 190.50

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238