INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE-HUNDRED FORTY-FIVE THOUSAND, ONE AND 00/100 DOLLARS ($145,000.00) of which ONE AND 00/100 DOLLAR ($1.00) has been paid in cash by David H. Austin, Trustee with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries, the receipt of which is hereby acknowledged, and for the remainder ONE-HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS ($145,000.00) the said David H. Austin, Trustee with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries, has this day executed his one promissory note in the principal sum of $145,000.00 payable to the order of Lyndal Roberts and wife, Margaret Roberts, and given as part of the purchase money of the herein described property. Said note is payable in 179 consecutive monthly installments of $1,167.63 each, including both principal and interest, interest being at the rate of 8.5% per annum on the unpaid principal sum, and the 180th and final installment being in the amount of the then unpaid principal sum plus interest at the rate of 8.5% on the unpaid principal sum. The first payment falling due on the 1st day of January, 1978, and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

Lyndal Roberts and wife, Margaret Roberts, have this day bargained and sold, and do hereby transfer and convey unto the said David H. Austin, Trustee, with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries, his successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being parts of Lots No. 16 and 17 in the Subdivision of the Old Fair Ground Property, a plan of which is of record in Book 21, Page 116, Register's Office for Davidson County, Tennessee, and being Lot 34 in Rain's Subdivision, plat, not of record, described as follows:

Beginning on the easterly margin of East Hill Street at a point 95 feet northerly from the northerly margin of North Hill Street, at the corner of Lots 34 and 35; thence with the easterly margin of said East Hill Street, northerly 66.4 feet to an alley; thence with the southerly margin of said alley, easterly 191.3 feet to the westerly margin of an alley; thence with said last named alley, southerly 65.85 feet to the corner of said lots 34 and 35; thence westwardly with the line between said lots 182.86 feet to the beginning.

Being the same property conveyed to Lyndal Roberts and wife, Margaret Roberts, by deed from William M. Redding and wife, Lillian B. Redding, of record in Book 5207, Page 108, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David H. Austin, Trustee with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries, his successors and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good and valid right to convey it, and that the same is unencumbered except for Book 3714, Page 110, and Book 5207 Page 110, Register's Office for Davidson County, Tennessee, to which the lien herein secured is made subordinate.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to the said David H. Austin, Trustee with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries, his successors 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 David H. Austin, Trustee

hereinafter referred to as Buyer or Vendee, do hereby transfer and convey unto TOM G. COLEMAN, JR., TRUSTEE, hereinafter referred to as "Trustee", his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. That Lyndal Roberts and wife, Margaret Roberts

are hereinafter referred to as the "Seller Holder or Vendor"

Buyer intends by this instrument to transfer, assign and convey unto Trustee all of the appurtenances to said land and all of the estate, right, title and interest of Mortgagor in and to (1) the land; (2) all buildings, structures, improvements and fixtures affixed to or placed upon or used in connection with the operation of the premises; (3) all buildings, structures, improvements and fixtures at any time hereafter constructed or affixed to or placed upon said premises or used in connection with the operation thereof. The real estate, personal property, including appliances, furniture, personal effects and general apartment construction, and other property interests of the Buyer herein described are hereinafter referred to as the "Mortgaged Premises".

TO HAVE AND TO HOLD said Mortgaged Premises to the Trustee and his successors in trust forever. Buyer covenants that he is lawfully seized of the Mortgaged Premises, has a good right to convey it, and that the same is free from all encumbrances, except for Book 3714, Page 110, Book 5207, Page 110, Book _____, Page _____, Register's Office for Davidson County, Tennessee, which will remain on the property and which will be paid on until paid in full out of the installement payments and final payment on the within note held by the Seller and secured by this Vendor's Lien. That in the event of default by the holder of this Installment Deed Note. The

payments may be made directly to the Trustee and he is authorized to pay such sums on said prior indebtedness and land taxes.

As part of the consideration for the indebtedness secured hereby, Buyer agrees as follows:

1. LOAN DOCUMENTS. The Vendor Lien is given in conjunction with an Installment note of even date herewith between Buyer and Sellers. All the foregoing instruments and documents, including this Vendor's Lien, are hereinafter sometimes referred to as "Loan Documents", and the terms and conditions of each are incorporated herein by reference. Any default by Buyer under any of the Loan Documents shall be deemed a default hereunder and under the aforesaid Installment Note. That the words "Buyer" and "Seller" include both plural and singular. That the words "Sellers" will also extend to any subsequent holders of the within secured Installment Note in the event the note is further assigned, the present Sellers or future holders of the said note reserve the right to pass on the credit of any future Buyers. The within Buyer is also signing the note herein secured to insure his personal liability.

2. MAINTENANCE OF MORTGAGED PREMISES. Buyer shall take good care of the Mortgaged Premises and not be guilty of waste, either active or permissive, and shall maintain the Mortgaged Premises in a good state of repair, reasonable depreciation alone expected, and shall comply with the requirements of any department of city, county and state in which it is located. Sellers or Trustee shall notify Buyer in writing of any repairs deemed necessary. In the event Buyer does not commence making such repairs within thrity (30) days after receipt of such notice and thereafter dilligently proceed to completion, then Sellers shall have the right to enter said Mortgaged Premises for the purpose of making such repairs. It shall have the right to add the costs of such repairs to the indebtedness secured hereby. Sellers shall not be under any duty to make any repairs whatsoever. No major structural alterations are to be made on any of the improvements on the Mortgaged Premises without the written consent of the Sellers. A breach of any covenant of this Section 2 shall not occur until the buyer has failed to remedy such condition of breach for thirty (30) days after the Sellers or Trustee has given writeen notice specify-

ing the condition of the breach, or having commenced to remedy within such time, fails to proceed dilligently to remedy the same.

3. INSURANCE. Buyer will keep the improvements now on, or hereafter erected upon, the Mortgaged Premises insured against loss or damage by fire and against loss or damage by other risks now commonly called "Broad Extended Coverage Endorsements", and shall carry public liability insurance, all of which shall be in form satisfactory to Mortgagee and shall be in an amount not less than the full appraised value of the Mortgaged Premises during the term of this loan. All policies of insurance provided for herein shall be issued by reputable, responsible and standard insurance companies acceptable to the Sellers or Trustee and shall contain a Standard Mortgage Clause on the policy or policies in favor of the Mortgagee, subject only to the rights of the holder of the indebtedness secured by the prior mortgages.

In all events the insurance upon the Mortgaged Premises shall be in amounts sufficient to repay in full the entire balance owed and secured pursuant to this Vendor's Lien less the value of the land.

Buyer will furnish Sellers and Trustee with certificates of such insurance, which certificates shall provide that the policies may not be cancelled, except upon not less than ten (10) days' prior notice to Sellers. Upon breach of the covenant of this paragraph, Sellers shall be entitled to all remedies available under this Vendor's Lien in addition to all remedies abailable at law or equity.

Buyer will furnish Sellers with all insurance policies on the Mortgaged Premises (or true copies thereof) together with appropriate certificates evidencing that the policies are in current force and effect. If, for any reason, Buyer shall fail to keep the premises so insured, or shall fail to deliver the policies of insurance to the Sellers or Trustee as above provided, or shall fail to make provision for the payment of any premiums thereon as provided herein, the Sellers or Trustee may pay such delinquent premiums and/or have such insurance written and pay the premiums therefor, and Buyer shall immediately reimburse the Sellers or Trustee for any such payments paid. In default thereof, all sums so paid shall be secured by this Vendor's Lien and shall bear interest at the rate of ten (10%) per-

cent per annum from the date of payment. In the event of loss, Buyer will give immediate notice to Sellers or Trustee, who may make proof of loss if not made promptly by Buyer, and each insurance company concerned is hereby authorized and directed to make payment for such loss to the Sellers or Trustee instead of to the Buyer and Sellers jointly. Within sixty (60) days from such loss, Buyers may notify Sellers of its election to use the insurance proceeds to restore or repair the Mortgaged Premises to the condition existing prior to the loss, PROVIDED, the plans, specifications and timetable for such restoration or repair shall meet with the approval of the Sellers, PROVIDED that satisfactory arrangements are made between the parties for the disbursement of the insurance proceeds to Buyer during the construction period, and PROVIDED that such restoration or repair does not give rise to an Event of Default under prior mortgages. In the absence of the foregoing, the insurance proceeds, or any part thereof, may be applied by Sellers at its option either to the reduction of the indebtedness secured hereby or to the restroation or repair of the Mortgaged Premises, subject only to the rights of the holder of the indebtedness secured by prior mortgages. In the event of foreclosure under this Vendor's Lien, or other transfer of title to the Mortgaged Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Buyer in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. TAXES AND ASSESSMENTS. All taxes and assessments on the Mortgaged Premises, whether general or special, shall be promptly paid by Buyer not later than ten (10)days prior to the delinquency date thereof. Buyer shall furnish Sellers or Trustee with receipts or other evidence of such payments at least ten (10) days prior to the delinquency date thereof. Sellers shall pay all such assessments or taxes directly to the taxing or assessing authority and shall promptly thereafter exhibit and deliver to Buyers photocopies of the receipted bills or other evidence satisfactory to the Sellers showing such payment after such receipts have been received by the Buyer. Any such taxes or assessments not paid when due may be paid by the Sellers, and all sums so paid shall be reimbursed by Buyer on demand.

In default thereof, all sums so paid shall become a part of the debt secured hereby and shall bear interest at the rate of ten (10%) percent per annum from the date of payment. All payments required to be made pursuant to this paragraph 4 shall be made from the escrow account established pursuant to paragraph 5 hereof to the extent funds are available in said escrow account to make the timely payments of taxes and assessments as herein provided. However, the provisions of paragraph 5 hereof shall in no way relieve ot discharge the liability of Buyer to make the payments provided in paragraph 4 hereof.

5. ESCROW FOR TAXES AND INSURANCE. In order to more fully protect the security of this Vendor's Lien and to insure the payment of real estate taxes and insurance premiums for all insurance applicable to the Mortgaged Premises, Buyer agrees to pay to Sellers, at least ten (10%) days prior to the first day of each month hereafter, a sum equal to 1/12th of the annual real estate taxes and insurance premiums for all insurance applicable to the Mortgaged Premises. Buyer shall deposit at least ten days prior to the due date of any such real estate tax or insurance premium such additional sums as may be necessary to provide Sellers with sufficient funds in such deposit account to pay each such item at least ten days in advance of the due date thereof.

If at any time the amount of the real estate taxes or insurance premiums are increased or Seller receives information that the same will be increased, and if the monthly deposits then being made by Buyer for this purpose (if continued) would not make up a fund sufficient to pay such item 30 days prior to its due date, then said monthly deposits shall thereupon be increased, and Buyer shall deposit immediately with Seller on demand additional sums so that the moneys then on hand for the payment of said item, plus the increased 1/12th payments and such additional sums demanded, shall be sufficient so that Sellers shall have received from the Buyer adequate amounts to pay such item at least 30 days before the same becomes due and payable. For the purposes of determining whether Seller has on hand sufficient moneys to pay any particular item at least ten days prior to the due date thereof, depsoits for each item shall be treated separately, it being the intention that Sellers shall not be obligated to use moneys deposited for the payment of an item not yet due and payable for the pay-

ment of an item that is due and payable.

Notwithstanding the foregoing, it is understood and agreed that (a) the deposits provided for hereunder may be held by the Sellers in a single bank account, and (b) Sellers at its option, may, if Buyer fails to make any deposit required hereunder, use deposits for one item for the payment of another item then due and payable. All such deposits shall be held in escrow by Seller and shall be applied by Buyer to the payment of said real estate taxes and insurance premiums. The said deposits shall bear no interes. The whole of the indebtedness secured hereby shall immediately become due and payable at the option of Seller after failure to pay any of the aforesaid monthly deposits for ten days or after failure to pay any of the aforesaid additional deposits for five days, in which event all moneys on hand in the deposit fund may, at the option of the Sellers, be applied to reduce the indebtedness secured hereby, first to interest then to principal.

6. Upon assignment of this mortgage, Sellers shall have the right to pay over the balance of such deposits in its possession to the assignee and Sellers shall thereupon be completely released from all liability with respect to such deposits and Buyer shall look solely to the assignee or transferee with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment of the indebtedness and interest (or at any prior time at the election of the then holder of this Vendor's Lien) secured hereby, the balance of the deposits in its possession shall be paid over to the record owner of the Mortgaged Premises at that time of payment, and no other party shall have any right or claim thereto in any event.

7. If either or both of the Trustee or Sellers shall become a party to any suit or proceeding at law or in equity in reference to their interests in the Mortgaged Premises, or shall deem it necessary to take any action either out of Court or by legal proceeding, to protect the interest of Sellers in the Mortgaged Premises, the reasonable cost, expenses, charges and attorney fees of such suit, proceeding or action shall be paid on demand by the Buyer, or in the default thereof, they may be paid by the Sellers and shall thereupon become a part of the debt secured thereby and shall bear interest at the rate of ten (10%) percent per annum from the date of payment.

8. RETENTION OF POSSESSION. It is a condition of this conveyance

that the Buyer is to retain possession of the Mortgaged Premises and is to receive and use the rents, issues and profits therefrom until default in payment of the interest or principal in accordance with the note or any taxes or assessments, or until default in the terms of the Loan Documents; BUT all such rents, issues and profits are hereby assigned to the Sellers; and, from and after any such default, the same shall be due and payable to the Sellers (or to the Trustee for the benefit of Sellers), upon demand for same.

9. CONDEMNATION. Buyer agrees that, if the Mortgaged Premises, or any part thereof, be taken by reason of eminent domain, or under threat thereof, the Sellers (or Trustee) shall be entitled to all compensation, awards and other payments or relief therefor and shall be entitled, at the option of the Sellers, in the event the Buyer fails to defend such action, to commence, appear in and prosecute any action or proceeding, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds are hereby assigned to the Sellers, who may, after deducting therefrom all expenses of such proceedings, including attorney fees, apply any funds so received to the reduction of the indebtedness secured hereby and pay the excess, if any, to the order of the Buyers. Buyer agrees to execute such further assignments of compensation, awards, damages and rights of action and proceeds as Seller may require.

10. REIMBURSEMENT FOR ADVANCES. If the Trustee or Seller shall be required to pay any sums of money as provided in this Vendor's Lien or if the Trustee or Sellers shall deem it necessary to advance sums to cure any default and the Buyer does not reimburse the Trustee or Sellers for same upon demand, then Sellers may, in addition to any other rights and remedies provided herein, add the sums so paid with interest at the rate of ten (10%) percent per annum from date of payment to the indebtedness secured hereby and declare the same to be immediately due and payable in full.

11. COVENANTS REGARDING FIRST MORTGAGE . Sellers covenant and agree that there is presently no default in the terms and conditions of the prior mortgages.

(b) Sellers covenant and agree to render payments on prior mort-

gages as may be required of Seller by the terms of the prior mortgages. However, Seller agrees and obligates themselves to make first application each month of funds received from Buyer as monthly installments (or portions thereof) of principal and interest in respect of this Vendor's Lien Note to pay installments due to the prior mortgages. In the event the Buyer shall fail to pay the monthly installments required by this Vendor's Lien Note, then the Sellers may, at its option advance such funds as may be required to make any payments due under the prior mortgages. In such event, this Vendor's Lien shall stand as security therefor.

NOW, if the Mortgagor shall pay said indebtedness and all installments thereof when due, according to the terms of the Vendor's Lien Note evidencing same, and pay taxes, keep up repairs, keep said premises insured, and perform the other obligations of the said Vendor's Lien Note and the Loan Documents, then this conveyance in trust shall be of no further force ot effect; BUT, if Buyer fails to pay said indebtedness or any part or installment thereof promptly and according to the terms of the Note evidencing the same, or if Buyer defaults in the performance of any of its obligations, covenants or representations contained in the Vendor's Lien note, this Vendor's Lien or the Loan Documents, then this conveyance in trust shall remain in full force and effect, and, at the option of the Sellers or Holders, all remaining unpaid indebtedness shall become due and payable at once without notice. In such event, the Trustee, or his successors in trust, is hereby authorized and empowered to take actual possession of the Mortgaged Premises as for condition broken, and the Trustee, in his discretion, with or without force, and with or without process of law may enter upon, take and maintain possession of all or any part of said mortgaged Premises together with all records, documents, leases, books, papers and accounts of the Buyer relating thereto, and he may hold, manage and operate said Mortgaged Premises and may collect the rents, issues and profits therefrom, and lease the same in such parcels and for such time and on such terms and conditions as he may deem proper, and he may cancel any lease or contract for any cause or on any ground that would entitle the Buyer to cancel the same. After paying out of the revenue from said Mortgaged Premises all expenses of management and operation

thereof, including insurance premiums, repairs, replacements, alterations and useful additions as may be reasonable and prudent, and all taxes, assessments or charges, or liens upon said Mortgaged Premises, together with reasonable attorney fees in connection therewith, and after retaining from the amounts so collected reasonable compensation for Trustee's services in that behalf, the Trustee shall apply the residue, if any, first to the payment of the accrued interest if any, on the indebtedness secured hereby; second, to the payment of the principal of said indebtedness, if any; and third, to the order of the Buyer and according to law.

In lieu of, or in addition to, proceeding as above, so long as all or any portion of the indebtedness secured hereby remains unpaid, and a default has occurred in the performance of any of Buyer's Covenants and agreements contained in said Vendor's Lien Note or in the Loan Documents, which has not been dured or waived, then the Trustee may upon giving twenty (20) days' notice by three (3) Publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, sell the Mortgaged Premises at the south door of the Courthouse of 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 by Buyer, who are also the Vendees. The Trustee, or his successor in Trust, is hereby authorized and empowered to execute and to deliver a deed to the purchaser. Sellers or Holders may bid at any sale under this trust conveyance. The Trustee shall apply the proceeds of such sale in the manner specified in the preceding paragraph.

The Trustee is hereby authorized to divide, parcel and sell, and to retain and manage all or any portion of the Mortgaged Premises in such portions or parcels as Sellers may deem advisable in Sellers sole discretion; provided that such sales and retention for management are at all times in accordance with the provisions hereof.

The Sellers are expressly authorized to release without notice all or any part of the Mortgaged Premises, or other security for the indebtedness secured hereby, without releasing the Buyers from any liability thereon, and the Sellers may extend the terms for payment of the indebtedness secured hereby likewise without affecting in any manner the

liability of the Buyer for the indebtedness secured hereby.

The Seller may at any time and from time to time, in its discretion, by instrument in writing, substitute and appoint a successor or successors (either corporate or individual) to any Trustee named herein or acting hereunder, which instrument, when executed, acknowledged and recorded in the office of the Register for Davidson County, Tennessee, shall be conclusive proof of the proper substitute and appointment of such successor Trustee or Trustees, who shall thereupon have all the rights, title, estate, powers, duties and privileges of the Trustee herein named without the necessity of any conveying instrument whatsoever.

This Vendor's Lien shall inure to the benefit of and shall be binding upon the parties hereto, their successors, and assigns.

That the contract of sale is made a part of this instrument and attached as Exhibit "A".

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

DAVID H. AUSTIN, TRUSTEE

LYNDALL ROBERTS, SELLER

DAVID H. AUSTIN, Individually

MARGARET ROBERTS, SELLER

DEC-87	CONV	90,000.00			
DEC-87	CONV	55,000.00			
DEC-87	MORT'G	90,000.00			
DEC-87	MORT'G	55,000.00			
DEC-87	S'TAX		B* 377.00		
DEC-87	S'TAX		B* 143.00		
DEC-87	PR'FEE		B* .50		
DEC-87	W'DEED		B* 30.00	*	550.50

E 40820

IDENTIF. REFERENCE

DEC 8 1 44 PM '87

BOOK 5231 PAGE 288

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named David H Austin, Trustee, David H Austin, individually, Lyndal Roberts and wife, Margaret Roberts the within named bargainor, with whom I am personally acquainted, and who acknowledged that he has executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of December, 1977.

NOTARY PUBLIC

My Commission Expires: 8-3-80.

Rec'd 7.50

IDENTIF. REFERENCE

DEC 2 1977

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $145,000.00

Affiant

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

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Tom G. Coleman, Jr., Atty., 1702 Parkway Towers, Nashville, Tennessee
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David H. Austin, Trustee (NAME)	Roberts Realty (NAME)	Map 105-4
P.O. 23048 (STREET ADDRESS OR ROUTE NUMBER)	Stahlman Bldg. (STREET ADDRESS)	Par 261
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14W-3690

CONTRACT FOR SALE OF REAL ESTATE

BOOK 5231 PAGE 289

THIS CONTRACT OF SALE MADE THIS 14th Day of November, 1977, by and between Lyndal Roberts, hereinafter referred to as "SELLER", and David Austin, Trustee, hereinafter referred to as "BUYER".

W I T N E S S E T H:

That the Buyer herewith deposits with Louis N. Farringer, Broker, as escrow agent for Seller the sum of One ($1.00) Dollar as earnest money to constitute part payment of the purchase price. In consideration of the earnest money deposit with his agent and in part payment of the purchase price the Seller has this day sold and does hereby agree to convey by a good and valid Warranty Deed to said Buyer or to such person he may in writing direct the following described real estate in Davidson County, Tennessee to wit:

A 24 Unit Apartment House known as the Echo Apartments, 1216 Lewis Street, Nashville, Davidson County, Tennessee.

1. All furniture, supplies of any kind, and equipment, all chemicals, lawn mowers, tractors, carpet cleaners, vaccuums, furniture, tools (whether hand or power tools) and any other equipment, tools or supplies incidental to said operation of complex shall remain.

2. Carpets, drapes, stoves, refrigerators, air conditioners, and any extras or spares of said equipment to remain. All laundry equipment to remain such as washers & dryers.

CONSIDERATION: Buyer agrees to purchase said real Estate and to pay therefor the sum of One Hundred ~~Thirty~~ Five Thousand ($135,000) Dollars, upon the following terms: Forty 140,000.00

~~Ten Thousand ($10,000.00)~~ Dollars cash , as represented by trade, and balance contingent upon the following:

1. Subject to a wrap-a-round mortgage of approximately ($1~~3~~5,000) One Hundred ~~Thirty~~ Forty Five Thousand Dollars, payable $~~4~~1,163.96 per month at 8.5% interest for ~~15~~ 12 years. It is expressly understood and agreed that Three Hundred Eighty Nine Dollars & Fifty Eight ($389.58) per month is interest only on Fifty Five Thousand ($55,000.00) at 8.5% for ten (10) years and a pay off at that time in the exact amount of $55,000.00. First payment of principal & interest will be due & payable Thirty (30) days from Date of The Deed. 2nd & final payment of $14,105.00

2. Seller to accept in trade and part payment thereof, the following described real estate and chattels: 1 Duplex dwelling and lot located 5912 Robertson Road, Nashville, Tennessee, with three (3) House trailer pads. Chattels consist of two (2) House trailers rented to others. Rental Income as stated by buyer is $8,520 per annum plus one vacant pad for house trailer, with a potential income of $600.00 per annum. Total value of trade is agreed to be $30,000 with a mortgage presently encumbered the entire real and chattel in the approximate amount of $20,000 to be assumed by Seller payable interest only for ten (10) years at 8% interest per annum. A pay off of entire balance of $20,000 is agreed at that time.

3. This contract contingent upon Seller accepting contract submitted earlier on the Albermarl Apts. on Belmont Blvd., Nashville, Tenn.

This contract is contingent upon Seller's approval of buyer financial statement & credit report as well as annual income.

Approved 11-15-77

and/or zoning ordinances and easements as recorded.

8. All security deposits to go to buyer at closing.

COMMISSIONS: Louis N. Farringer, Broker to receive $13,300 paid by Seller, Payable Monthly $107.20 including 8.5% Interest until a final payment of $8551.70 in Fifteen (15) years. First payment of Principal & Interest Opinion Letter furnished by Seller. Due on Thirty days from date of the deed. This note to be secured by Deed of Trust.

Should the buyer default in the performance of this Contract on his part at any time and in the manner specified, then, at Seller's option, the earnest money shall be forfeited as liquidated damages. But such forfeiture shall not prevent suit for the specific performance of this contract.

In the event of the default in the terms of this contract for any reason on the part of the Seller and in the event it becomes necessary due to any fault of the Seller that the earnest money, hereinabove shown, must be returned to the Buyer, then the Seller shall be liable to the agent herein for the full commission set our in this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Sale of Real Estate on the day and year first above written.

J. D. H. Austin — Lyndal Roberts

Margaret Roberts

Approved 11-7-77

This Contract is subject to Seller approval of Buyer Credit and financial ability to maintain payments.

This contract shall be null and void if not accepted by noon C.D.T. Nov. 11 1977.

Dec. 1, 1977

The agent and the holders of the Vendors lien will share ownership in proportion to their respective unpaid principal sums plus interest and cost. However the holders, will not be required to pay the Agent his monthly sum when the holder does not receive a monthly payment or rents.

Louis N. Farringer — Lyndal Roberts

Margaret Roberts