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Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Clark B. Rollins, Jr., et al (NAME:)	Same (NAME:)	Map 80.8
1415 Elm Hill Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 1
Nashville, TN 37210 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Thousand ($20,000.00) ------- *Dollars,*

of which Five Thousand ($5,000.00) ------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand ---------- ($15,000.00) ---------- *Dollars,*

Clark B. Rollins, Jr., David L. Rollins and Mary Ann Devor *have* executed their joint promissory note payable to H.H. Chitwood, Trustee, in the principal sum of $15.000.00 payable in equal annual installments of $3,765.00, the first of which said payments shall be due and payable one year from the date hereof and a similar payment of $3,765.00 on the same day of each successive year until the balance is paid in full. Said payments include principal and interest at the rate of 8 1/2 percent per annum,

from date at the rate of 8 1/2 percent per annum,

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, I, H.H. Chitwood, Trustee, *have this day bargained and sold, and do hereby transfer and convey unto the said* Clark B. Rollins, Jr., David L. Rollins and Mary Ann Devor, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* Beginning at a point marked with a concrete monument, said point being the common rear corner of Lots Nos. 9 and 10 in Hyde Park Subdivision, the Plan of which is of Record in Book 2900, page 147, in the Register's Office for Davidson County, Tennessee; thence running N 31° 45' W 186.0 feet to a point; thence running N 58° 15' E 38 feet to a point; thence running N 31° 45' W 217.0 feet to a concrete monument being the common rear corner of Lots 7 and 8 in said Subdivision; thence running N 80° 58' W 211.4 feet to a concrete monument, being the common rear corner of Lots Nos. 6 and 7; thence running N 36° 10' W 106.3 feet to a point marked with concrete poured around an iron pin said point being the common rear corner of Lots Nos. 1, 5 and 6 on said subdivision plan; thence running in a westerly direction along the extended line which is the common line between Lots 5 and 6 173 feet, more or less, to a line being the westerly boundary line of the property conveyed to H. H. Chitwood, Trustee, by deed from Mrs. Evelyn Stevens Clark, et al, of record in Book 3178, page 489, said Register's Office and said boundary line being also the boundary line of the property owned by Clark B. Rollins, Jr., et al, of record in Book 4590, Page 652, said Register's Office; thence running in a southerly direction along said Westerly boundary of said property which is also the easterly boundary of said property owned by Clark B. Rollins, Jr., et al, 650 feet, more or less, to a point being the Northwesterly corner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,000.00

Subscribed and sworn to before me, this the 9th day of January, 19 78

My commission expires: 11-7-79 (Affix Seal)

Notary Public

CAROLE C. SMITH NOTARY PUBLIC Davidson County

of a parcel of land conveyed to Mose A. Jobe, et ex, by Deed from H. H. Chitwood, Trustee, of Record in Book 5125, page 756, said Register's office; thence running in a northeasterly direction with the northerly boundary line of said Jobe Property 320 feet, more or less, to the beginning.

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There is also included in this conveyance and conveyed herewith a permanent right of way 25 feet in width running from the Northwesterly corner of the property herein conveyed along the westerly line of the land of Leonard G. Norris and wife, Oma Norris, reserved in Deed from H. H. Chitwood, Trustee, to said Norris and wife, of record in Book 3611, page 570, said Register's Office, said right of way being to County Hospital Road.

Being part of the same property conveyed to H.H. Chitwood, Carole Chitwood Smith and Third National Bank, Trustees, by deed from H. H. Chitwood, Trustee, of record in Book 4076, page 281, Register's Office for said County, the said H. H. Chitwood, Trustee, being vested with exclusive power, discretion and authority to act as trustee during his life, or until he resigns or for any reason becomes incompetent to serve notwithstanding any reference contained in a certain Trust Agreement made to the said Trustees jointly, or as being plural in Number, in accordance with the said trust provisions contained in said trust agreement which is of record in Book 4070, Page 5, Register's Office for said County.

unimproved (X)
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 Clark B. Rollins, Jr., David L. Rollins and Mary Ann Devor, their *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I do *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Clark B. Rollins, Jr., David L. Rollins and Mary Ann Devor, their *(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 Clark B. Rollins, Jr., David L. Rollins, and Mary Ann Devor, *hereinafter referred to as trustors, hereby transfer and convey unto* Carole Chitwood *, 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 9th *day of* January, *19* 78

H. H. Chitwood, Trustee

Clark B. Rollins, Jr.

David L. Rollins

Mary Ann Devor

By: Clark B. Rollins, Jr.,
Attorney in Fact.

THIS INSTRUMENT PREPARED BY

CAROLE CHITWOOD, ATTORNEY
934 Stahlman Bldg.
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* H. H. Chitwood, Trustee, Clark B. Rollins, Jr., David L. Rollins and Mary Ann Devor by Clark B. Rollins, Attorney in Fact.

*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 9th *day of* January, *19* 78

..... *Notary Public*

Commission expires 11-7-79

NOTARY PUBLIC
DAVIDSON COUNTY

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STATE OF .....

COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

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

Witness my hand and official seal at ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

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 .....

JAN-9 78	CONV	20,000.00				
JAN-9 78	MORT'G	15,000.00				
JAN-9 78	S'TAX		B*	52.00		
JAN-9 78	S'TAX		B*	13.00		
JAN-9 78	PR'FEE		B*	.50		
JAN-9 78	W'DEED		B*	8.00	*	73.50

Mail to:
McMurray Co.
1106 Baird Bldg.
Nashville 37203

INSTALLMENT DEED

FROM

H. H. Chitwood, Trustee

TO

Clark B. Rollins, Jr., et al

E 45263

IDENTIF. REFERENCE

JAN 9 12 31 PM '78

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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