INSTALLMENT DEED

For and in Consideration of the sum of Twelve Thousand and no/100 - - - -
($12,000.00) - Dollars,
of which Ten Thousand and no/100 ($10,000.00) - - - - - - - - - - Dollars,
has been paid in cash by Robert D. Lamberth and wife, Sue W. Lamberth, - - - -
the receipt of which is hereby acknowledged, and for the remainder Two Thousand and no/100
($2,000.00) - Dollars,
the said Robert D. Lamberth and wife, Sue W. Lamberth, - - - - have
Executed their installment deed note, dated May 31, 1978, payable to the order of Charles C.Bonds and wife, Rachel Y. Bonds, in the principal sum of $2,000.00, payable over a period of five (5) years, in sixty (60) monthly installments, as follows: On the 31st day of June, 1978, the sum of $41.52, and thereafter on the 31st day of each succeding month during said period of 60 months a like sum of $41.52, to be applied first to accrued interest at the rate of 9% per annum, and the balance to principal; said payments may be made in advance without prepayment penalty,

all of said notes bearing ~~XX~~ 9% 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, we, Charles C. Bonds and wife, Rachel Y. Bonds,
- -

have this day bargained and sold, and do hereby transfer and convey unto the said
Robert D. Lamberth and wife, Sue W. Lamberth, their heirs and assigns, certain real estate in the 31st Councilmanic District of Davidson County, Tennessee, as follows: Being Lot No. 7 on the subdivision of a portion of the Charles C. Bonds and wife's property as of record in Book 4694, page 151, Register's Office for Davidson County, Tennessee, and described according to a survey made by McConnell Engineering, dated April 15, 1978, as follows:

BEGINNING at a point in the northerly margin of Battle Road, said point being the southeast corner of Lot 6 of said subdivision; thence North 11° 51' 07" East 330.73 feet to a point; thence North05° 00' West 244.00 feet to a point, the southwest corner of Lot 10 of said subdivision; thence North 73° 15' 51" East 213.83 feet to a point, said point being the Northwest corner of Lot 8 of said subdivision; thence South 02° 14' 21" East 618.02 feet to a point in the Northerly margin of Battle Road, said point being the Southwest corner of Lot 8 of said subdivision; thence westerly along the Northerly margin of Battle Road South 87° 45' 39" West 275.79 feet to the point of beninning.

Being part of the same property conveyed to Charles C. Bonds and wife, Rachel Y. Bonds, by deed from Dean Greenfield and wife, Bonnie Greenfield, dated April 2, 1973, of record in Book 4694, page 151, said Register's Office.

This conveyance is expressly subject to the following agreements, covenants and restrictions to run with the land herein conveyed for a period of twenty (20) years: 1. No residence shall be constructed with less than 1500 square feet of living area, excluding garages and porches, the plans and specifications to be approved by Charles C. Bonds and wife Rachel Y. Bonds, or their agent. 2. No chickens or hogs to be raised or kept on said premises; any live stock to be kept thereon shall not exceed one cow per acre. 3. No trailers, temporary or permanent, shall be placed upon said premises; 4. All outbuildings to be approved by sellers. 5. No commercial activity shall shall be conducted on said premises; 6. Said tract of land is not to be subdivided. 7. No storate of junk cars, storage of building materials, or any other offensive or unsightly storage to be placed on said tract.

This is unimproved (X) / improved ( ) property, known as lot on Battle Road, Antioch, Tenn.
(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 Robert D. Lamberth and wife, Sue W. Lamberth, their 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. except 1978 taxes, which are to be pro rated.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Robert D. Lamberth and wife, Sue W. Lamberth, their 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 us in hand paid, we, the said Robert D. Lamberth and wife, Sue W. Lamberth, - do hereby transfer and convey unto Henry F. Todd, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Robert D. Lamberth and wife, Sue W. Lamberth, 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 $ - 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.

We 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 we 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 we, the said Robert D. Lamberth and wife, Sue W. Lamberth, 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 we 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; if we 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. We 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. We 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 Robert D. Lamberth and wife, Sue W. Lamberth their 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

Henry F. Todd, Jr., - - - - - - - - - - - -, 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 Charles C. Bonds and wife, Rachel Y. Bonds, and Robert D. Lamberth and wife, Sue W. Lamberth,

hereunto set our hands at Nashville, Tennessee, this the 31 day of May 1978

Charles C Bonds

Rachel Y. Bonds

Robert D. Lamberth

Sue W. Lamberth

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Harry G. Nichol, a Notary Public in and for said County and State, the within named Charles C. Bonds and wife, Rachel Y. Bonds, and Robert D. Lamberth and wife, Sue W. Lamberth, - - - - - - - - -

the 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, Davidson County Tennessee, this 31st day of May, 1978

Harry G. Nichol, Notary Public.

Commission Expires 7-21-81.

HARRY G. NI... NOTARY PUBLIC ...SON CO.

STATE OF ________________
________________ **County.**

Personally appeared before me, ________________, a Notary Public in and for said County and State, the within named ________________

the 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 }

BOOK 5291 PAGE 740

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

(over for additional acknowledgements)

MAY 31 78	CONV	12,000.00				
MAY 31 78	S'TAX		B*	31.20		
MAY 31 78	PR'FEE		B*	.50		
MAY 31 78	W'DEED		B*	8.00	*	39.70

INSTALLMENT DEED

FROM
CHARLES C. BONDS ET UX

TO
ROBT. D. LAMBERTH ET UX.

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

Mail to:
Charles C.Bonds,
Burkitt Road., RFD.,
Antioch, Tenn., 37013.

E 6 8 1 0 0.

IDENTIF. REFERENCE

MAY 31 9 37 AM '78

FELIX E. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert D. Lamberth et ux	Same	Part of:
(NAME) Burkitt Road RFD	(NAME)	Map: 187-22
(STREET ADDRESS OR ROUTE NUMBER) Nolensville Tenn. 37135	(STREET ADDRESS)	5D-21531.
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Harry G. Nichol, Atty.
711 J.C.Bradford Bldg.,
Nashville, Tenn., 37219.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 12,000.00 Robert D. Lamberth
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 DAY OF May 1978

Notary Public

MY COMMISSION EXPIRES: 7-21-81

(AFFIX SEAL)