This instrument prepared by
SCHULMAN, PRIDE & LEROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

Installment Deed

BOOK 5299 PAGE 962

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Walter E. Robertson and wife, Edith Robertson	Same (NAME)	Map 127 To be Assigned
4318 Franklin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 185, 186, 187, 188 Cal E
Nashville, Tennessee 37204 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty-Two Thousand and 00/100 ($42,000.00)---
---Dollars,
of which Twenty-One Thousand and 00/100 ($21,000.00)---
---Dollars, has been paid in cash,
the receipt of which is hereby acknowledged, and for the remainder Twenty-One Thousand and 00/100 ($21,000.00)
---Dollars,

Walter E. Robertson and wife, Edith Robertson, have executed a Promissory Note payable on September 30, 1978, with interest at the rate of ten (10%) percent per annum from and after that date,

JUN 16 78	CONV	42,000.00		
JUN 16 78	MORT'G	21,000.00		
JUN 16 78	S'TAX		B* 109.20	
JUN 16 78	S'TAX		B* 19.00	
JUN 16 78	PR'FEE		B* .50	
JUN 16 78	MTGFEE		B* 6.00	* 134.70

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, Willie K. Davis, Trustee, and Roger D. Baskette, Elmore Mitchell, J. Carlos Jacobs, and Sparkey Foster, Trustees of Bellevue Church of Christ has this day bargained and sold, and do hereby transfer and convey unto the said Walter E. Robertson and wife, Edith Robertson, their XXXXX (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 1, 2, 3, and 4 on the Plan of West Hampton Estates, Section 1, of record in Book 5210, Page 46, Register's Office for said County, to which plan reference is here made for a more complete description.

Being part of the same property conveyed to Willie K. Davis, Trustee, by Deed from G. William Davis, John R. Jones, Willie K. Davis, Charles F. Alexander, and Shade Murray, Jr., of record in Book 4796, Page 95, Register's Office for Davidson County, Tennessee, and also being the same property conveyed to Bellevue Church of Christ, by Deed from Dona McPherson, a widow, of record in Book 4508, Page 719, Register's Office for Davidson County, Tennessee.

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 42,000.00

Affiant

Subscribed and sworn to before me, this the 15th day of June 1978.

My commission expires 6-2-81 (Affix Seal)

Notary Public

This Indenture made by and between (Name) (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 Walter E. Robertson and wife, Edith Robertson, their XXXXXX heirs and assigns forever; and We, we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and the same is unencumbered, except for taxes which have been prorated and assumed by the Grantees, and We bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to Walter E. Robertson and wife, Edith Robertson, their XXXXX heirs and assigns against the lawful claims of all persons whomsoever.

And now, for the purpose of securing the payment of the above described indebtedness, principal, interest, and attorney fees, as hereinafter provided, and for the consideration aforesaid, I/We hereby transfer and convey unto Walter E. Robertson and wife, Edith Robertson, H. Michael Bennett, Trustee, his successors and assigns, the above described real estate and interest therein, upon the following uses and trusts:

Trustee agrees to keep all buildings now on said property or hereafter erected thereon insured against loss by fire, tornado or windstorm for the use of the parties hereto, or at least the amount of the indebtedness hereby secured, until the note is paid in full, and to keep the buildings on said property in good repair, and not to commit or permit any waste thereon, and to pay all taxes and assessments on said property before the same become delinquent.

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 Registers 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.

Witness hand this day of , 1978, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Willie K. Davis, Trustee

Elmore Mitchell, Trustee

J. Carlos Jacobs, Trustee

Roger D. Baskette, Trustee

Sparkey Foster, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Walter E. Robertson Edith Robertson

Personally appeared before me, Annie G. Smith, *a Notary Public in and for said County and State,* Willie K. Davis, Trustee,

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

Witness my hand and official seal at Nashville, *Tennessee, this* 5th *day of* June, 1978

Annie G. Smith *Notary Public*

Commission expires 6-2-81

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the Undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Walter E. Robertson and wife, Edith Robertson *with whom I am personally acquainted, and who, upon oath, acknowledged* that they *the within named bargainor, executed the foregoing instrument for the purpose therein contained.*

Witness my hand and seal, at office in Nashville, *this* 15th *day of* June, 1978

Martha S. Hare *Notary Public*

Commission expires June 18, 1982

INSTALLMENT DEED

FROM
Willie K. Davis, Trustee, and Roger D. Baskette, Elmore Mitchell, J. Carlos Jacobs, and Sparkey Foster, Trustees of Bellevue Church of Christ

TO
Walter E. Robertson and wife, Edith Robertson

E 7 1 6 8 0

IDENTIF. REFERENCE

JUN 16 4 04 PM '78

FELIX Z. ROLLINS REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Louise S. Clemmons, a Notary Public in and for said County and State, Roger D. Baskette, Trustee, one of the within named bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1 day of June, 1978.

COMMISSION EXPIRES: Feb 4-1979 Louise S. Clemmons
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Louise S. Clemmons a Notary Public in and for said County and State, Elmore Mitchell, Trustee, one of the within named bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1 day of June, 1978.

COMMISSION EXPIRES: Feb 4-1979 Louise S. Clemmons
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Louise S. Clemmons a Notary Public in and for said County and State, J. Carlos Jacobs, Trustee, one of the within named bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1 day of June, 1978.

COMMISSION EXPIRES: Feb 4-1979 Louise S. Clemmons
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Louise S. Clemmons, a Notary Public in and for said County and State, Sparkey Foster, Trustee, one of the within named bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1 day of June, 1978.

COMMISSION EXPIRES: Feb 4-1979 Louise S. Clemmons
Notary Public