INSTALLMENT DEED

For and in Consideration of the sum of Thirty seven thousand Five hundred and no/100's ($37,500.00) Dollars, of which Five Thousand and no/100's ($5,000.00) Dollars, has been paid in cash by Phillip R. Robinson and wife, Christy C. Robinson the receipt of which is hereby acknowledged, and for the remainder of Thirty-two Thousand Five Hundred and no/100's ($32,500.00) Dollars, the said Phillip R. Robinson and wife, Christy C. Robinson have executed and delivered their joint and several Installment Deed Note, of even date herewith, drawn payable to Edith B. Hollins Horn in 360 monthly installments of $249.90 each, including principal and interest, beginning August 10, 1978, and continuing thereafter until the entire amount, both principal and interest, has been paid in full,

all of said notes bearing eight and one-half 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, Edith B. Hollins Horn, and Husband, Herbert B. Horn, have this day bargained and sold, and do hereby transfer and convey unto the said Phillip R. Robinson and wife, Christy C. Robinson, and their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 58 on the Map of Stratton Heights, as of record in Book 1835, Page 13, Register's Office for said County, described as follows:

BEGINNING at a point on the northerly margin of Barbara Drive, the common corner of Lots 57 and 58; thence with the line between said lots, northerly 142.9 feet to a corner of Lot 59; thence with the line between 58 and 59, westerly 123 feet to the easterly margin of Vantrease Road; thence with the margin of said road, southerly 125 feet to the beginning of a curve; thence along said curve, southeasterly 31.42 feet to a point on the north margin of Barbara Drive; thence with the margin of said drive, easterly 78.94 feet to a point, and continuing with the same easterly 46.06 feet to the beginning.

BEING the same property conveyed to Charles G. Hollins and wife, Edith B. Hollins, by deed from George J. Johns, Jr. and wife, Nancy M. Johns, of record in Book 2270, Page 50, said Register's Office, the said Charles G. Hollins having died, and the said Edith B. Hollins now being Edith B. Hollins Horn.

This is improved (X) unimproved ( ) property, known as 418 Barbara Drive, Nashville, Tennessee 37115
(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 Phillip R. Robinson and wife, Christy C. Robinson, and I, Edith B. Hollins Horn, heirs and assigns forever. I covenant that 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 assumed by Grantees and easements and set-back lines of record.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Phillip R. Robinson and wife, Christy C. Robinson and 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 in hand paid, we, the said Phillip R. Robinson and wife, Christy C. Robinson,

do hereby transfer and convey unto Earl J. Porter, 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 Phillip R. Robinson and wife, Christy C. Robinson

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 $37,500.00 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 Phillip R. Robinson and wife, Christy C. Robinson, 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; 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 Phillip R. Robinson and wife, Christy C. Robinson 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 Earl J. Porter, 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 Edith B. Hollins Horn and Husband, Herbert B. Horn, and Phillip R. Robinson and wife, Christy C. Robinson hereunto set our hands at Nashville, Tennessee, this the 10th day of July 1978.

Edith B Hollins Horn

Herbert B. Horn

Phillip R. Robinson

Christy C. Robinson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Rollie L. Woodall, a Notary Public in and for said County and State, the within named Edith B. Hollins Horn and husband Herbert B. Horn, and Phillip R. Robinson and wife, Christy C. Robinson,

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, Tennessee, this 10th day of July, 1978

Rollie L. Woodall, Notary Public.

Commission Expires 5 July 1981.

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 5309 PAGE 155

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

JUL 10 78	CONV	37,500.00			
JUL 10 78	MORT	37,500.00			
JUL 10 78	S'TAX		B*	97.50	
JUL 10 78	S'TAX		B*	30.50	
JUL 10 78	PR'FEE		B*	.50	
JUL 10 78	W'DEED		B*	8.00	* 136.50

(over for additional acknowledgments)

INSTALLMENT DEED

FROM

EDITH B. HOLLINS, now HORN,

and husband, HERBERT B. HORN

TO

PHILLIP R. ROBINSON and wife,

CHRISTY C. ROBINSON

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 7 5 7 5 4

IDENTIFICATION REFERENCE

JUL 10 1 51 PM '78

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

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Phillip R. Robinson et ux (NAME)	Same (NAME)	MAP 51-3
418 Barbara Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR 140
Madison, TN 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

ROLLIE L. WOODALL
Attorney at Law
213 Third Avenue, North
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 37,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 10th DAY OF July, 19 78

Notary Public

MY COMMISSION EXPIRES: 5 July 1981

(AFFIX SEAL)