INSTALLMENT DEED

For and in Consideration of the sum of Sixteen Thousand Four Hundred and no/100 ($16,400.00) - Dollars,

of which Five Thousand Four Hundred Sixty-six and 68/100 ($5,466.68) Dollars,

has been paid in cash by - - - Donald F. Hale, Jr., unmarried, - - - - - - -

the receipt of which is hereby acknowledged, and for the remainder Ten Thousand Nine Hundred Thirty-three and 32/100 ($10,933.32) - - - - - - - - - - - Dollars,

the said - - - - - - Donald F. Hale, Jr., - - - - - - - - - - - - - - has

this day executed his installment deed note in the principal sum of $10,933.32, payable to the order of Charles C. Bonds and wife, Rachel Y. Bonds, payable in sixty (60) monthly installments, over a period of five years, the first monthly installment being due on the 11th day of August, 1978, and thereafter on the 11th day of each succeeding month during said period of 60 months; each installment is in the sum of $226.97, to be applied first to accrued interest on the unpaid balance at the rate of 9% per annum, and the balance to principal; payments on principal may be made at any time in advance, and payment in full may be made without penalty,

all of said notes bearing ~~six~~ 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 Donald F. Hale, Jr., his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tenn., being Lot 14 on the revised 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 revised survey made by McConnell Engineering, dated June 27, 1978, as follows

BEGINNING at a point in the westerly margin of Battle Road, said point being the northeast corner of said tract conveyed by Dean Greenfield and wife, Bonnie Greenfield, by said deed to Charles C. Bonds and wife, Rachel Y. Bonds, of record in Book 4694, page 151, said Register's Office; running thence S. 02° 41' 39" West along the westerly margin of Battle Road 140 feet to a point; thence S. 87° 49' 37" W. 261.00 feet to a point or pin, said pin being 15 feet more or less south from tree; thence North 78° 26' 40" W. 519.83 feet to a point; thence N. 05° 00' W. 209.08 feet to a point; thence S. 78° 26' 40" East 811.96 along a fence line, to the point of beginning, containing 3.48 acres more or less.

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, of redord 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; 2. No. chickens or hogs to be raised or kept by owners on said premises; any live stock to be kept thereon not to exceed one cow per acre. 3. No trailers, temporary or permanent, shall be placed on said premises. 5. No commercial activity shall be conducted on said premises. 6. No storage of junk cars, no storage of building materials, or any other offensive or unsightly storage to be placed on said tract.

This is ~~improved~~ unimproved ( ) property, known as (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

This is unimproved acreage on Battle Rd., 31st Councilmanic District of Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said DONALD F. HALE, JR., his 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 Metro taxes which are bding 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 Donald F. Hale, Jr., his 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, I, the said Donald F. Hale, Jr., unmarried,

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.

I, the said Donald F. Hale, Jr., 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.

I 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 I 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 I, the said Donald F. Hale, Jr., 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 I 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 I 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. I 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. I 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 Donald F. Hale, Jr., his 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 Donald F. Hale, Jr., (unmarried)

hereunto set our hands at Nashville, Tennessee, this the 11 day of July 1978

Charles C Bonds

Rachel Y. Bonds

Donald F Hale Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Idonna Jo Mitchell, a Notary Public in and for said County and State, the within named Charles C. Bonds and wife, Rachel Y. Bonds, and Donald F. Hale, Jr., unmarried,

the bargainor, 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 11th day of July, 1978

NOTARY PUBLIC

Commission Expires July 21 1981

Idonna Jo Mitchell, Notary Public.

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 649

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)

JUL 11 78	CONV	16,400.00			
JUL 11 78	MORT'G	10,933.32			
JUL 11 78	S'TAX		B*	42.64	
JUL 11 78	S'TAX		B*	8.90	
JUL 11 78	PR'FEE		B*	.50	
JUL 11 78	W'DEED		B*	8.00	* 60.04

INSTALLMENT DEED

FROM
CHARLES C. BONDS ET UX

TO
DONALD F. HALE, JR

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

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

E 7 5 9 7 3

IDENTIF. REFERENCE

JUL 11 11 35 AM '78

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Donald F. Hale, Jr.	Same	Part of:
(NAME)	(NAME)	
832 Russleo Drive,		Map: 187-22.
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn., 37209.		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

$ 16,400. Donald F. Hale, Jr. 7/11/78
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11 DAY OF July 1978.

J. Harry G. Nichol
Notary Public

MY COMMISSION EXPIRES: July 21, 1981

(AFFIX SEAL)