THIS INSTRUMENT PREPARED BY: ROBERT D. [illegible], Attorney, 24th Floor, L & C Tower Nashville, TN. 37219

MAIL TO:

BOOK 5314 PAGE 817

Installment Deed

Recorded

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles R. Loudermilk, et ux	Same	~~104 [illegible]~~ 178
(NAME:)	(NAME:)	
616 Tobylynn Circle		Map 109
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN. 37211		Par 178
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTEEN THOUSAND ($17,000.00)

Dollars,

of which FOUR THOUSAND DOLLARS ($4,000.00)

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder of THIRTEEN THOUSAND ($13,000.00)

Dollars,

CHARLES R. LOUDERMILK and wife, JEANNIE D. LOUDERMILK *have executed*

a promissory note of even date herewith payable in nine (9) semi-annual installments of principal and interest at the rate of eight and one-half (8-1/2%) percent per annum to which reference is herein made for the complete terms and conditions of said note

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, Robert Baltz, Jr. and Baltz Brothers, a Tennessee General Partnership, as Tenants in Common

have this day bargained and sold, and do hereby transfer and convey unto the said Charles R. Loudermilk, and wife, Jeannie D. Loudermilk, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being a 5.01, more or less, acre tract of land lying in the 2nd Civil District of Davidson County, Tennessee; said tract further described as being a portion of the property conveyed in Book 4957, Page 957, Register's Office of Davidson County, Tennessee.

Being at a point lying on the easterly margin of Old Hickory Boulevard; said point further described as lying south 2696.41 feet from the southerly margin of Stewarts Ferry Pike; thence leaving said easterly margin north 85 degrees 40 minutes 03 seconds east a distance of 764.66 feet to a point lying on the westerly line of the United States Government property; thence running with said property line of the United States Government property south 10 degrees 27 minutes 18 seconds west a distance of 388.61 feet to a point; thence leaving the westerly line of the United States Government property and running with the northerly line of the said United States Government property north 81 degrees 29 minutes 16 seconds west a distance of 682.55 feet to a point on the easterly margin of Old Hickory Boulevard; thence leaving said United States property and running with the easterly margin of Old Hickory Boulevard, north 4 degrees 19 minutes 57 seconds west a distance of 224.0 feet to the point of beginning, containing 5.01, more or less, acres. (con't)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 17,000.00

Subscribed and sworn to before me, this the 21st day of July 19 78

C. R. Loudermilk
Affiant

My commission expires: 11-15-80
(Affix Seal)

Notary Public

RECEIVED
JUL 24 1978
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

Being part of the same property conveyed to C. E. Hooper and Robert Baltz, Jr., by deed from Patricia Swift Wells of record in Book 4811, Page 864, and by deed from Raymond L. Barrett, Clerk & Master, of record in Book 4876, Page 418; and to Baltz Brothers, a partnership, by quitclaim deeds from C. E. Hooper and wife, Peggy K. Hooper, of record in Book 4954, Page 176, and Book 4957, Page 957, said Register's office.

This is unimproved (X) 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 Charles R. Loudermilk and wife, Jeannie D. Loudermilk, their *(successors), 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 for 1978 property taxes which have been prorated and assumed by Grantees

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles R. Loudermilk and wife, Jeannie D. Loudermilk, 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 Charles R. Loudermilk and wife, Jeannie D. Loudermilk *hereinafter referred to as trustors, hereby transfer and convey unto* Robert L. Trentham, *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 21 day of July, 1978

X Robert J. Baltz Jr.
ROBERT BALTZ, JR.

BALTZ BROTHERS, A General Partnership

X BY: Robert J. Baltz Jr.
ROBERT J. BALTZ, JR., Partner

Charles R. Loudermilk
CHARLES R. LOUDERMILK

Jeannie D. Loudermilk
JEANNIE D. LOUDERMILK

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Winifred Haller, *a Notary Public in and for said County and State,* Robert Baltz, Jr.,

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* 19th *day of* July, *19*78

Winifred Haller
Notary Public

NOTARY PUBLIC AT LARGE

Commission expires January 31, 1981

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Elizabeth K. Leach, *a Notary Public in and for said County and State,* Charles R. Loudermilk and wife, Jeannie D. Loudermilk *the within named 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 *this* 21st *day of* July, *19* 78.

Elizabeth K. Leach *Notary Public*

Commission expires November 23, 1980.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Winifred Walker, *a Notary Public of the State and County aforesaid, personally appeared* Robert J. Baltz, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* a partner in Baltz Brothers, a general partnership, *the within named bargainor, a* partnership *and that* he *as such* partner, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the* partnership *by* him *self as* partner.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 19th *day of* July, *19* 78.

Winifred Walker *Notary Public*

Commission expires January 31, 1981

NOTARY PUBLIC AT LARGE

INSTALLMENT DEED

FROM

ROBERT BALTZ, JR., ET AL

TO

CHARLES R. LOUDERMILK, ET UX

JUL 21 78	CONV	17,000.00			
JUL 21 78	MORT'G	13,000.00			
JUL 21 78	S'TAX		B*	44.20	
JUL 21 78	S'TAX		B*	11.00	
JUL 21 78	PR'FEE		B*	.50	
JUL 21 78	W'DEED		B*	8.00	* 63.70

E 7 8 3 3 2

IDENTIF. REFERENCE

JUL 21 4 05 PM '78

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.

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