BOOK 5325 PAGE 860

This Instrument Prepared by: CARL H. OLDHAM, ATTORNEY AT LAW
Hendersonville, Tennessee

INSTALLMENT DEED

FROM
CHARLES A. WHEELER, JR. ET UX

TO
AAA REALTY COMPANY
a Tennessee Corporation

For draftsman's use

This instrument was prepared by:
CARL H. OLDHAM
ATTORNEY AT LAW
Hendersonville, Tenn. 37075

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
(NAME)	AAA REALTY COMPANY (NAME)	Map-162-142
AAA REALTY COMPANY (STREET ADDRESS OR ROUTE NUMBER)	4608 Nolensville Road (STREET ADDRESS)	Map 162-40
(CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37211 (CITY) (STATE) (ZIP)	

E 83188

IDENTIF. REFERENCE
AUG 16 2 26 PM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

(FOR REGISTER'S USE)

STATE OF TENNESSEE
COUNTY OF SUMNER

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

$ 192,800.00 C. A. Wheeler, Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF August 1972

Notary Public

MY COMMISSION EXPIRES: 10-5-74
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED ($192,800.00) ---------- DOLLARS

of which $ 55,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed its promissory note in the principal amount of $137,800.00 with interest thereon at a rate of 8½%, per annum, payable in three (3) equal annual installments, plus interest, on the unpaid balance as of the date of each payment. The first annual installment plus interest, shall be due one (1) year from the date hereof and a payment of like amount, plus interest, shall be due and payable on the same day of each year until said amount, plus interest, is paid in full. Should property be developed into at least 140 lots, $1,100.00 lot release shall be the lot release basis. Payments made on a lot release shall be applied to the annual installments. If any of said property is sold for commercial use, partial release will be negotiated.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

CHARLES A. WHEELER, JR., AND WIFE, ALICE THORNE WHEELER

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

AAA REALTY COMPANY, A Tennessee Corporation

herein called grantees, their heirs and assigns, certain real estate in DAVIDSON County, Tennessee, as follows:

TRACT 1: Land in the 5th, formerly the 7th, Civil District of said County and State, described as follows: Beginning at a point in the west boundary line of Moore, said point being the northeast corner of Griggs and a southeast corner of Thomas; thence in a northerly direction along an existing fence line, being the east boundary of Thomas and west boundary of Moore, north 03 degrees 37' east for a distance of 947.99 feet to a fence corner, said corner being the northeast corner of Thomas and northwest corner of Moore; thence in an easterly direction along an existing fence line, being the north boundary of Moore and south boundary of Fair Oaks Subdivision, south 86 degrees 47' east for a distance of 333.04 feet to the northeast corner of Moore, said corner being the northwest corner of Johnson; thence in a southerly direction along the east boundary of Moore, being the west boundary of Johnson, south 03 degrees 37' west for a distance of 950.31 feet; thence in a westerly direction north 86 degrees 23' west for a distance of 333.00 feet to the point of beginning, containing 7.26 acres, more or less.

Being the same property conveyed to Charles A. Wheeler, Jr., and wife, Alice Thorne Wheeler by deed from Adam J. Strasser and J. E. Moss of record in Book 4355, Page 214, Register's Office for Davidson County, Tennessee.

SEE ATTACHMENT FOR DESCRIPTION CONTINUED

TRACT 2:
Land in the 5th, formerly the 7th, Civil District of Davidson County, Tennessee, as follows: Beginning at the southwest corner of the Thomas tract, said corner being on the common boundary of Hickory Valley Subdivision and said tract and the existing right-of-way on Old Hickory Boulevard, being 30 feet north of the center-line of Old Hickory Boulevard; thence in a northerly direction along an existing fence line north 02 degrees 54' east for a distance of 1,559.28 feet to an existing fence corner; thence north 68 degrees 49' east for a distance of 96.13 feet to an existing fence corner; thence north 49 degrees 01' east for a distance of 235.37 feet to an existing fence corner; being Thomas' north property line and a southern boundary of Hickory Valley Subdivision; thence in an easterly direction south 88 degrees 46' east for a distance of 585.23 feet to an iron pin being the southeast corner of Hickory Valley Subdivision and the southwest corner of Fair Oaks Subdivision thence along Fair Oaks Subdivision's south boundary and Thomas north boundary south 86 degrees 47' east for a distance of 467.66 feet to the northeast corner of Thomas and the northwest corner of Moore; thence in a southerly direction with Thomas' east boundary and Moore's west boundary south 03 degrees 37' west for a distance of 947.99 feet to a corner, being on Moore's west boundary and the northeast corner of Griggs' thence in a westerly direction along Griggs' north boundary north 87 degrees 48' west for a distance of 439.95 feet to a corner, being Griggs' northwest corner; thence in a southerly direction along the Griggs' west boundary south 03 degrees 05' west for a distance of 524.00 feet to a corner, being in Griggs' west boundary and Briley's northeast corner; thence in a westerly direction along Briley's north boundary north 87 degrees 31' west for a distance of 405.42 feet to a corner, being the northwest corner of Briley; thence in a southerly direction along Briley's west boundary south 10 degrees 48' west for a distance of 294.91 feet to a corner, being Briley's southwest corner, Thomas' southeast corner and the existing right-of-way of Old Hickory Boulevard, being 30 feet north of it's centerline; thence in a westerly direction along Thomas' south boundary and the north right-of-way of Old Hickory Boulevard north 87 degrees 38' west for a distance of 410.78 feet to the point of beginning, containing 40.94 acres, more or less.

Being the same property conveyed to Charles A. Wheeler, Jr., and wife, Alice Thorne Wheeler by deed from W. F. Moss and J. E. Moss of record in Book 4355, Page 210, Register's Office for Davidson County, Tennessee.

AUG16 78	CONV	99,000.00	142.800.00	
AUG16 78	CONV	93,800.00		
AUG16 78	MORT'G	50,000.00	137.800.00	
AUG16 78	MORT'G	47,800.00		
AUG16 78	S'TAX		501.28	
AUG16 78	S'TAX		135.80	
AUG16 78	PR'FEE		.50	
AUG16 78	W'DEED		6.00	* 643.58

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto CARL H. OLDHAM 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 grantees 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 $insurable value 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 15th day of August 1978

Charles A. Wheeler Jr.
(CHARLES A. WHEELER, JR.)

Alice Thorne Wheeler
(ALICE THORNE WHEELER)

AAA REALTY COMPANY
By: J. Owen Howell Jr. Pres
Robert E. Sutter, Chairman
(TITLE)

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CHARLES A. WHEELER, JR., AND WIFE, ALICE THORNE WHEELER

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, Tennessee

Tennessee, this 15th day of August, 1978.

Dorothy L. Cain
Notary Public.

Commission expires 7-20-81

DOROTHY L. CAIN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared J. Owen Howell, Jr. & Robert E. Sutter with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President & Chairman of the AAA REALTY COMPANY the within named bargainor, a corporation, and that they as such President & Chairman being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President & Chairman

Witness my hand and seal, at office in Nashville, Tennessee

this 15th day of August, 1978.

Dorothy L. Cain
Notary Public

Commission expires 7-20-81

DOROTHY L. CAIN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE