GRISSIM AND SHORT, Attorneys
1400 American Trust Building
Nashville, Tennessee 37201

INSTALLMENT DEED

MAP 131-11
Par 49 Jr

For and in Consideration of the sum of Sixty-Three Thousand Five Hundred and no/100 ($63,500.00) - Dollars,

of which Six Thousand and no/100 ($6,000.00) - - - - - - - - - - - Dollars,

has been paid in cash by Robert A. Yeargin and wife, Mary E. Yeargin,

the receipt of which is hereby acknowledged, and for the remainder Fifty-seven Thousand Five Hundred and no/100 ($57,500.00) - - - - - - - - - - - - - - - Dollars,

the said Robert A. Yeargin and wife, Mary E. Yeargin, have

assumed an existing first mortgage of record in Book 3958, page 640, Register's Office for Davidson County, Tennessee, and executed an Installment Deed Note in the principal amount of $41,843.14, bearing interest at 9-3/4% per annum, payable in 11 monthly payments of $397.09, each, on the 15th day of each month beginning October 15, 1978, and a like payment for 10 additional consecutive months with the entire principal and accrued interest due and payable on September 15, 1979;

all of said notes bearing 9-3/4% 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, James C. Hawk and wife, Elizabeth A. Hawk,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert A. Yeargin and wife, Mary E. Yeargin, their heirs and assigns,

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

Being Lot No. 8 on the plan of Seven Hills Subdivision, Section 1, as of record in Book 2133, pages 81 and 82, Register's Office for Davidson County, Tennessee.

Said Lot No. 8 fronts 197.9 feet on the easterly margin of Shy's Hill Road and runs back between lines measuring 328.0 feet on the northerly line and 266.2 feet on the southerly line to a dead line measuring 204.2 feet thereon.

Being the same property conveyed to James C. Hawk and wife, Elizabeth A. Hawk, by deed of record in Book 4456, page 235, Register's Office for Davidson County, Tennessee.

The Grantees covenant and agree that if they shall sell, exchange, assign, transfer or convey any of their interest in the property secured by this Installment Deed, or if, in any manner or way, whether voluntary or involuntary, Grantees are divested of any or all of their present rights and interests held in the above property, then the entire indebtedness secured hereby shall thereupon become immediately due and payble at the option of the Grantor without notice to the Grantees.

This is unimproved ( ) improved (X) property, known as 4626 Shy's Hill Road, Nashville, Tennessee 37215
(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 Robert A. Yeargin and wife, Mary E. Yeargin, 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., except as of record. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Robert A. Yeargin and wife, Mary E. Yeargin, 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 Robert A. Yeargin and wife, Mary E. Yeargin,

do hereby transfer and convey unto J. M. Grissim, 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 Robert A. Yeargin and wife, Mary E. Yeargin,

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 $ full 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 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 Robert A. Yeargin and wife, Mary E. Yeargin, 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 Robert A. Yeargin and wife, Mary E. Yeargin, their 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 J. M. Grissim, 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 James C. Hawk and wife, Elizabeth A. Hawk, and Robert A. Yeargin and wife, Mary E. Yeargin, hereunto set our hands at Nashville, Tennessee, this the 15th day of September 1978

James C. Hawk

Elizabeth A. Hawk

Robert A. Yeargin

Mary E. Yeargin

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James C. Hawk and wife, Elizabeth A. Hawk and Robert A. Yeargin and wife, Mary E. Yeargin,

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 15th day of September, 1978

Notary Public

Commission Expires Feb 4, 1980

THERESA M. MITCHELL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 }

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)

SEP 15 78 CONV 63,500.00
SEP 15 78 MORT'G 41,863.14
SEP 15 78 S'TAX B* 165.10
SEP 15 78 S'TAX B* 39.90
SEP 15 78 PR'FEE B* .50
SEP 15 78 W'DEED B* 8.00 * 213.50

Ret. to Robert A. Yeargin 4933 Salem Dr. Nash. Tn. 37211

INSTALLMENT DEED

FROM
JAMES C. HAWK and wife,

TO
ELIZABETH A. HAWK

TO
ROBERT A. YEARGIN and wife,

MARY E. YEARGIN

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

E 88988

IDENTIF. REFERENCE

Sep 15 2 34 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert A. Yeargin, et ux (NAME)	The Lincon Savings Bank (NAME)	
4626 Shy's HI11 Road (STREET ADDRESS OR ROUTE NUMBER)	531 Broadway (STREET ADDRESS)	
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	Brooklyn, New York 11206 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by:
GRISSIM AND SHORT, Attorneys
1400 American Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$63,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF September 1978.

Notary Public

MY COMMISSION EXPIRES: 2/4/80

(AFFIX SEAL)

STATE OF TENNESSEE LARGE