INSTALLMENT DEED

For and in Consideration of the sum of Twenty Thousand Eight Hundred Fifty Dollars ($20,850.00) Dollars, of which $1,000.00 Dollars, has been paid in cash by Ollie O. Pardue and wife Willie Evelyn Pardue the receipt of which is hereby acknowledged, and for the remainder Nineteen Thousand Eight Hundred Fifty Dollars ($19,850.00) Dollars, the said Ollie O. Pardue and wife Willie Evelyn Pardue have executed an Installment Deed Note of even date herewith payable to Grantors, Goodlettsville Development Company, Inc. forty-five (45) days from the date hereof in the principal amount of Nineteen Thousand Eight Hundred Fifty Dollars ($19,850.00) and no interest, in accordance with the terms and conditions of said Note,

SEP 22 78	CONV	20,850.00			
SEP 22 78	MORT'G	19,850.00			
SEP 22 78	S'TAX		B*	54.08	
SEP 22 78	S'TAX		B*	17.80	
SEP 22 78	PR'FEE		B*	.50	
SEP 22 78	W'DEED		B*	8.00	* 80.38

all of said notes bearing ~~xxx~~ no 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, Goodlettsville Development Company, Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said Ollie O. Pardue and wife Willie Evelyn Pardue, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 10th Civil District of Davidson County, Tennessee on Old Dickerson Road being Lot 4, 6.95 acres more or less, according to a survey by Stanford and Associations, Inc. of Franklin, Tennessee made April 26, 1978 and more particularly described as follows:

Beginning at a point of reference at an iron pin in the right of way of Old Dickerson Road being the common corner of Lot 142 and Lot 143 of Section 6 of the plat of Grizzard Manor as recorded in Book 5200, Page 79, Register's Office of Davidson County, Tennessee; thence South 37°, 01', 21", West 60 feet to a point in the south right-of-way of Old Dickerson Road, then North 52°, 58', 39" West 44.98 feet to a point which is the common northeast corner of Lot 4 and Lot 5 being at an iron pin. Said Lot 4 then being bounded as follows: From said iron pin in common northeast corner of Lot 4 and 5 south 50°, 36', 36" west 1111.15 feet to an iron pin, thence south 3° 58', 12" east 170.53 feet to an iron pin thence north 60°, 08', 48" east to the right-of-way of Old Dickerson Road thence around said right-of-way curve northeast to the point of beginning of said Lot 4; said right-of-way curve on Old Dickerson Road being as follows: along curve to left having distance of 110.19 feet, radius of curve being 131.028 feet to an iron pin, thence north 66° 48', 56" west 79.93 feet to an iron pin thence around curve to right 86.86 feet on a radius of 359.625 feet to an iron pin, thence 123.08 feet to the point of beginning of Lot 4 at the common northeast corner of Lot 4 and Lot 5.

Grantees understand, acknowledge, and consent that the property conveyed herein is conveyed subject to the following restrictions: 1) This property is to be used for residential property only. 2) House must be 1,500 square feet, main floor. 3) Foundation must be rocked or bricked to grade. 4) No houses to be constructed using concrete block as exterior walls. 5) No asbestos siding to be used as exterior walls. 6) No swine will be allowed to be raised or placed on the property. 7) No automobiles to be worked on or repaired in any open area. 8) Any out building to be constructed must be placed to the rear of residence and any materials used in this construction must be of the same type materials and construction as the residence in general. 9) Dwelling shall have 25 feet set back off of sideline, and that owners of neighboring property may enforce said restrictions.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ollie O. Pardue and wife Willie Evelyn Pardue, their heirs and assigns forever it covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenant and binds its heirs and representatives, to warrant and forever defend the title to said real estate to said Ollie O. Pardue and wife Willie Evelyn Pardue, 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 Ollie O. Pardue and wife Willie Evelyn Pardue

do hereby transfer and convey unto David Rizor, 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 Ollie O. Pardue and wife Willie Evelyn Pardue

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 $ 16,750.00 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 Ollie O. Pardue and wife Willie Evelyn Pardue 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; If 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 Ollie O. Pardue and wife Willie Evelyn Pardue 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 David Rizor, 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 Goodlettsville Development Company, Inc. and Ollie O. Pardue and wife Willie Evelyn Pardue hereunto set our hands at Goodlettsville, Tennessee, this the 22 day of September 19 78

Goodlettsville Development Co., Inc.
By: [signature] - Pres.

[signature]
Ollie O. Pardue

[signature]
Willie Evelyn Pardue

STATE OF TENNESSEE
Davidson County

Personally appeared before me, C. W. Phipps, a Notary Public in and for said County and State, the within named Ollie O. Pardue and wife Willie Evelyn Pardue

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 Goodlettsville Tennessee, this 22nd day of September, 19 78

Commission Expires My Commission Expires JANUARY 18, 1982

[signature], Notary Public.

C. W. PHIPPS 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

BOOK 5341 PAGE 319

Before me, C. W. Phipps, a Notary Public of the State and County aforesaid, personally appeared H. S. Moss and W. C. Moncrief Jr, with whom I personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary of the Goodlettsville Development Company, Inc., the within named bargainor, a corporation, and that they as such President and Secretary, 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 and Secretary.

Witness my hand and seal, at office in Goodlettsville, Tenn this 22nd day of September, 19 78.

C. W. PHIPPS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

My Commission Expires JANUARY 18, 1982
Commission expires

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Goodlettsville Development Co., Inc

TO
Ollie O. Pardue and wife Willie Evelyn Pardue

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

Prepared by:
David Rizor, Attorney
500 Dickerson Road
Goodlettsville, TN 37072
(615) 859-7080

E 90177

IDENTIFICATION REFERENCE

SEP 22 10 25 AM '78

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ollie O. Pardue & wife	Same	Map 12
(NAME) Willie Evelyn Pardue	(NAME)	Part of Parcels
(STREET ADDRESS OR ROUTE NUMBER) Bay 346 - Goodlettsville, Tenn	(STREET ADDRESS)	344
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

David Rizor, Attorney
500 Dickerson Road
Goodlettsville, TN 37072
(615) 859-7080

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 20,850.00 Ollie O. Pardue
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF September, 19 78.

Notary Public

MY COMMISSION EXPIRES My Commission Expires JANUARY 18, 1982

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE