INSTALLMENT DEED

For and in Consideration of the sum of EIGHTY-TWO THOUSAND AND NO/100 ($82,000.00) Dollars,

of which THIRTEEN THOUSAND and NO/100 ($13,000.00) Dollars,

has been paid in cash by JOSEPH L. HERNDON

the receipt of which is hereby acknowledged, and for the remainder SIXTY NINE THOUSAND and NO/100 ($69,000.00) Dollars,

the said JOSEPH L. HERNDON has executed his promissory note of even date payable to the order of Lois T. Pickett, in 240 equal monthly installments of $577.53 each, including interest at the rate of 8% per annum, beginning November 4, 1978, and a like sum monthly thereafter, until the entire amount is paid in full; and subject to certain prepayment limitations as are contained in said note to which reference is hereby made. PARTIAL RELEASES OF THE SAID TRACTS WILL BE MADE UPON PAYMENTS AS FOLLOWS:

TRACT NO. 1. $13,000.00 (Including the downpayment)
TRACT NO. 2. $10,000.00
TRACT NO. 3. $ 4,600.00
TRACT NO. 4. $16,800.00
TRACT NO. 5 $16,800.00
TRACT NO. 6 $10,000.00
TRACT NO. 7 $10,800.00

IT IS EXPRESSLY UNDERSTOOD THAT TRACT NO. 1 IS CONVEYED FREE AND CLEAR OF THE LIEN HEREIN RETAINED AND NO SEPARATE RELEASE IS REQUIRED.

all of said notes bearing 8 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, Lois T. Pickett, and husband James C. Pickett, who joins in this conveyance for the purpose of releasing any and all rights that he may have or be entitled to in the hereinafter described property, especially his marital rights.

have this day bargained and sold, and do hereby transfer and convey unto the said JOSEPH L. HERNDON, a single person, his heirs and assigns,

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

TRACT NO: 1

Being part of Lot No. 4 on the plan of Ratterman's Subdivision of Lots Nos. 87, 88, 89, and 90 in D. T. McGavock's First Addition to Nashville, as of record in Book 161, page 42, Register's Office for Davidson County, Tennessee, described as follows: Beginning on the westerly margin of 5th Avenue, North, formerly Summer Street, at a point 238 feet north of the northerly margin of Madison Street, said point also being 47 feet north of the southeast corner of said Lot No. 4; thence with the westerly margin of said Avenue, northwardly 57-1/2 feet to a point; thence westwardly 170-3/4 feet to a point in the easterly margin of an alley; thence with said alley, southwardly 56-3/4 feet to a point; thence parallel with the southerly line of said Lot No. 4, eastwardly 170-3/4 feet to the point of beginning.

Being the same property conveyed to James C. Pickett and wife, Lois T. Pickett, by deed from Posey Rose Scott, of record in Book 2549, page 306, said Register's Office.

This property is improved & located at 1215 5th Ave., North & is Map 82-9 Parcel 286.

TRACT NO: 2

Being the northerly 33.1 feet front and 33.8 feet rear of Lot No. 4 on the Map of Ratterman's Subdivision of certain lots in D. T. McGavock Plan of record in Book 161, page 42, Register's Office for said County.

Said part of said lot fronts 33.1 feet, more or less, on the westerly side of 5th Avenue North, and runs back between parallel lines 170.9 feet to an alley, on which it measures 33.8 feet, more or less.

Being the same property conveyed to James C. Pickett and wife, Lois Temple Pickett, by deed from Commerce Union Bank, as Substitute Testamentary Trustee under the will of Jane R. Tyne, deceased, of record in Book 2904, page 387, said Register's Office, and by deed of correction of record in Book 5341, page 681, said Register's Office.

This is unimproved ( ) improved (X) property, know as 1217 5th Avenue North, Nashville, Tennessee (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

and is Map 82-9 Parcel 287.

(continued - for remainder of description see attached sheet)

TRACT NO: 3
Being Lot No. 3 on the Plan of Ratterman's Subdivision of lots Nos. 87 and 90 inclusive in D. T. McGavock's Addition, as of record in Book 161, page 42, said Register's Office. Said Lot No. 3 fronts 53.9 feet on the westerly side of 5th Avenue North, formerly Summer Street, and runs back between parallel lines 170.9 feet to an alley.

Being the same property conveyed to James C. Pickett and wife, Lois T. Pickett, by deed from Dorothy Taylor Crutcher, of record in Book 2879, page 637, said Register's Office.

This property is unimproved and located at 1219-1221 5th Avenue and is Map 82-9 Parcel 288.

TRACT NO: 4
Being Lot No. 2 on the Map of Ratterman's Subdivision of lots Nos. 87, 88, 89 and 90 in D. T. McGavock's Plan of record in Book 161, page 42, said Register's Office. Said lot fronts 55.4 feet on the westerly side of 5th Avenue North and runs back between parallel lines 170.9 feet to an alley.

Being the same property conveyed to James C. Pickett and wife, Lois T. Pickett, by deed from Commerce Union Bank, as Substitute Testamentary Trustee under the will of Jane R. Tyne, deceased, of record in Book 3157, page 634, said Register's Office.

This property is improved and located at 1223-25 5th Avenue North and is Map 82-9 Parcel 289.

TRACT NO: 5
Being the southerly 55 feet of Lot No. 1 on the Plan of Ratterman's Subdivision of Lots Nos. 87, 88, 89 and 90 in the D. T. McGavock's First Addition to Nashville, of record in Book 161, page 42, said Register's Office.
Said part of Lot No. 1 fronts 55 feet on the westerly side of 5th Avenue North, formerly Summer Street, and runs back between parallel lines 170.9 feet to an alley.

Being the same property conveyed to James C. Pickett and wife, Lois T. Pickett, by deed from Gordon T. Hornsby, of record in Book 2957, page 174,said Register's Office.

This property is improved and located at 1227-29 5th Avenue North and is Map 82-9 Parcel 290.

TRACT NO: 6
Being the North 32 feet of the South 87 feet of Lot No. 1 on the Map of Ratterman's Subdivision of Lots Nos. 87, 88, 89 and 90 of the D. T. McGavock Plan, of record in Book 161, page 42, said Register's Office.
Said part of lot No. 1 fronts 32 feet on the westerly side of 5th Avenue North formerly Summer Street, and runs back between parallel lines 170.9 feet to an alley.

Being the same property conveyed to James C. Pickett and wife, Lois T. Pickett, by deed from George Thomas Smith et ux of record in Book 3219, page 1,said Register's Office.

This property is improved and located at 1231 5th Avenue North and is Map 82-9 Parcel 291.

TRACT NO: 7
Being the northerly 50 feet of lot No. 93 on the Map of Dr. David T. McGavock's Plan of Lots, as of record in Book 10, pages 606 to 609, both inclusive,said Register's Office. Said part of said lot fronts 50 feet on the easterly side of 6th Avenue North, and runs back between parallel lines 170.9 feet to an alley.

Being the same property conveyed to James C. Pickett and wife, Lois T. Pickett, by deed from E. O. Sanders et ux of record in Book 3035, page 586, said Register's Office.

This property is improved and located at 1218 6th Avenue North and is Map 82-9 Parcel 275.

Being part of the property conveyed to Lois T. Pickett by deed from James C. Pickett of record in Book 5053, page 238,said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JOSEPH L. HERNDON heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said JOSEPH L. HERNDON, 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 me in hand paid, I, the said JOSEPH L. HERNDON, an unmarried person

do hereby transfer and convey unto J. DOUGLAS WRIGHT, 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 JOSEPH L. HERNDON 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 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 JOSEPH L. HERNDON 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 JOSEPH L. HERNDON 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. DOUGLAS WRIGHT, 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 LOIS T. PICKETT, JAMES T. PICKETT and JOSEPH L. HERNDON hereunto set our hands at Nashville, Tennessee, this the 4th day of OCTOBER, 1978

Lois T. Pickett

James T. Pickett

Joseph L. Herndon

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LOIS T. PICKETT, JAMES T. PICKETT and JOSEPH L. HERNDON

the bargainor S., 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 4th day of OCTOBER, 1978

Notary Public.

Commission Expires 11/7/79

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 .....

OCT-5 78 CONV 82,000.00
OCT-5 78 MORT'G 19 69,000.00
OCT-5 78 S'TAX B* 213.20
OCT-5 78 S'TAX B* 67.00
OCT-5 78 PR'FEE B* .50
OCT-5 78 W'DEED B* 10.00 * 290.70

..... Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM LOIS T. PICKETT ET VIR

TO JOSEPH L. HERNDON

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 92496

IDENTIF. REFERENCE

OCT 5 9 28 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

FOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOSEPH L. HERNDON (NAME)	"OWNER" (NAME)	82-9 Parcels
300 BROAD ST. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	275,286, 287,288, 289, 290, 291.
BRUCETON TENN 38317 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

THIS INSTRUMENT PREPARED BY
FOLEY & WEISS, ATTYS.
SUITE 908 FIDELITY FEDERAL BLDG.
NASHVILLE, TENNESSEE 37219

FILE IN BOX 4

STATE OF TENNESSEE }

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 82,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF October 1978.

Deputy Register

Notary Public

MY COMMISSION EXPIRES: 11/7/79

, WHICH-
$ Vendor
THIS THE
/ 1978 .