Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert C. Harris		65-13
(NAME): P.O. Box 2134	(NAME): Same	9
(STREET ADDRESS OR ROUTE NUMBER): Nash. 37216 Tenn.	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three Hundred Eighty-Three Thousand and No/100 ($383,000.00) Dollars, of which Robert C. Harris and wife, Frances A. Harris, agree to pay the indebtedness as evidenced ~~Dollars,~~ by an instrument of record in Book 4670, page 386, Register's Office ~~of which~~ for Davidson County, Tennessee, and the indebtedness as evidenced by an instrument of record in Book 4834, page 102, Register's Office for Davidson County, Tennessee, ~~XXXXXXXXXX Dollars, has been paid in cash,~~ in the amount of Three Hundred Three Thousand ($303,000.00) Dollars, ~~the receipt of which is hereby acknowledged,~~ and for the remainder Eighty Thousand and No/100 ($80,000.00) Dollars,

Robert C. Harris and wife, Frances A. Harris, have executed an installment deed note in the principal amount of $80,000.00 payable to the order of Charles Galbreath and wife, Joyce Galbreath, in 60 monthly installments of $1680.15 each, with the first installment due and payable December 30, 1978, and on the same day of each succeeding month a like amount is due and payable until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 9½% per annum and monthly installments include interest.

THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED TO PHILLIP SAINDON, OF THE LAW FIRM PEDIGO & SAINDON, 301 STAHLMAN BLDG., NASHVILLE, TN., BY THE GRANTEE

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,

we, Charles Galbreath and wife, Joyce Galbreath,

have this day bargained and sold, and do hereby transfer and convey unto the said

Robert C. Harris and wife, Frances A. Harris,

their ~~(successors)~~, *heirs and assigns,*

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

Beginning at the intersection of the center lines of the Lebanon and Nashville Road, known as the Alvin York Highway and Tulip Grove Road; thence north 71½° east, with the center of said Lebanon and Nashville Road, 499.78 feet to a stake; thence south 3/4° east 250 feet to a stake; thence south 71½° west 219.78 feet to an elm, the scutheast corner of a tract of land conveyed to Harry Garrett and wife, by deed from W. J. Wilson and wife, of record in Book 675, page 540, Register's Office for said County, being part of the tract hereby described; thence westerly with the southern boundary line of said tract 288 feet to the center of said Tulip Grove Road; thence north 5° east, with the center of said Tulip Grove Road, 145 feet, more or less, to the beginning, containing 2-1/4 acres, more or less.

Being the same property conveyed to Charles Galbreath and Floris H. Tompkins by deed from Michael A. Borchert, individually and d/b/a Borchert Investment Properties, as of record in Book 5120, page 666, Register's Office for Davidson County, Tennessee; and being the same property conveyed to Charles F. Galbreath by deed from Floris H. Tompkins and wife, Virginia B. Tompkins, of record in Book 5211, page 205, Register's Office for Davidson County, Tennessee. Charles Galbreath and Charles F. Galbreath are one and the same person.

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 303,000.00

Subscribed and sworn to before me, this the 1 day of Dec. 1978

Affiant

My commission expires: 11-1-82

(Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

The above described property is conveyed subject to the following leases:

1. Lease dated November 11, 1976 with Larry Priest, Lessee, of record in Book 5092, page 330, Register's Office Davidson County, Tennessee.

2. Lease dated October 11, 1976 with William Hayes, Lessee, of record in Book 5092, page 323, Register's Office of Davidson County, Tennessee.

3. Lease dated March 5, 1973 with Ronald E. and Carol E. Pennington, unrecorded.

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4. Lease dated January 24, 1973 with Warren D. Hickman, unrecorded.

5. Lease dated October 29, 1976 with Earl Wayne Flynn, et al, unrecorded.

6. Lease dated September 15, 1976 with Bill C. Johnson, et al, unrecorded.

7. Gasoline Sales Station Agreement between E-Z Serve, Inc. and Borchert Enterprises, Inc., d/b/a Meadowbrook Market - undated.

This conveyance is also subject to any other limitations, encumbrances and restrictions of record.

unimproved ( )
This is 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 Robert C. Harris and wife, Frances A. Harris, 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 as of record.

We *further covenant and bind* curselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert C. Harris and wife, Frances A. Harris, 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 Robert C. Harris and wife, Frances A. Harris, *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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 30 *day of* November, *19* 78.

F. 0. 4. 7. J. 7.

IDENTIF. REFERENCE

DEC 12 10 19 AM '78

FELIX Z. NILSON II REGISTER
DAVIDSON COUNTY, TENN.

Robert C. Harris
Frances A. Harris
Cheryl Galbreath
Joyce Galbreath

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Julie W. Charlton, *a Notary Public in and for said County and State,* Cheryl Galbreath and wife, Joyce Galbreath, and Robert C. Harris and wife, Frances A. Harris, *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, *Tennessee, this* 30 *day of* November, *19* 78.

Julie W. Charlton *Notary Public*

Commission expires 11-12-80

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF Tenn
COUNTY OF Davidson

Personally appeared before me, Mark A. Schneider *a Notary Public in and for said County and State,* Charles Galbreath & wife Joyce Galbreath *the within named 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 Nashville, Tn. *this* 1 *day of* Dec. *19* 78

Mark A. Schneider *Notary Public*

Commission expires 11-1-82

MARK A. SCHNEIDER NOTARY PUBLIC DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, [illegible] *a Notary Public of the State and County aforesaid, personally appeared* [illegible] *with whom I am 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* ....

NOTARY PUBLIC DAVIDSON COUNTY, TN

Witness my hand and seal, at office in .... *this* ....*day of* ...., *19*....

....*Notary Public*

Commission expires ....

DEC 12 78	CONV	* .00 382,491.60		
DEC 12 78	MORT'G	90,000.00		
DEC 12 78	S'TAX		B* 934.50	
DEC 12 78	S'TAX		B* 78.00	
DEC 12 78	PR'FEE		B* .50	
DEC 12 78	W'DEED		B* 8.00	* 1,081.00

INSTALLMENT DEED

FROM
CHARLES GALBREATH, ET UX

TO
ROBERT C. HARRIS, ET UX

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

PEDIGO & SAINDON