This Instrument Was Prepared By
James L. Curtis, Suite 1411 Parkway Towers
404 James Robertson Parkway, Nashville,
TN 37219.

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joe H. Blackwell, Et Ux	Same	2D-02210
(NAME:) 1520 Saulter View Road	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Birmingham, Alabama 35209	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY THOUSAND AND NO/100 ($60,000.00) ---------- *Dollars,*

of which ----------TEN THOUSAND AND NO/100 ($10,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTY THOUSAND AND NO/100 ($50,000.00) ---------- *Dollars,*

Joe H. Blackwell and wife, Hazel A. Blackwell

have executed

an installment deed note of even date herewith in the principal amount of $50,000.00 payable to the order of Otis W. Charlton and wife, Louise R. Charlton. Said note is payable in 96 equal monthly installments of $758.71 each per month including interest at the rate of 10% per annum on the unpaid balance with the first installment being due and payable February 1, 1979 and thereafter on the same day of each succeeding month alike amount is due and payable until the entire amount, both principal and interest have been paid in full.

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,

Otis W. Charlton and wife, Louise R. Charlton

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

Joe H. Blackwell and wife, Hazel A. Blackwell

their *(successors), heirs and assigns,*

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

Land in the 2nd Civil District of Davidson County, Tennessee and described according to an unrecorded survey made by John D. McCormick, December 10, 1978 as follows, to wit:

Beginning at an iron pin in the southerly margin of Murfreesboro Road at the northeasterly corner of the John G. Doak, Trustee property described in Deed of record in Book 5225, page 721, Register's Office for Davidson County, Tennessee; thence south 48°59' west 184.4 feet to an iron pin; thence south 44°23' east 103.00 feet to an iron pin; thence north 48°03' east 184.4 feet to an iron pin on the southerly margin of Murfreesboro Road; thence along the southerly margin of Murfreesboro Road north 45°53' west 100.00 feet to an iron pin, the point of beginning.

Being part of the property conveyed to Otis W. Charlton and J. M. Charlton by deed from Elim Foundation, Inc., a Florida corporation of record in Book 4704, page 327, Register's Office for Davidson County, Tennessee and being a part of the property conveyed to Otis W. Charlton and wife, Louise R. Charlton by deed from J. M. Charlton and wife, Gladys M. Charlton of record in Book 5189, page 593, Register's Office for Davidson County, Tennessee.

The Grantors, Otis W. Charlton and wife, Louise R. Charlton, reserve unto themselves, their heirs and assigns an easement for a gas line and gas meter located on said property to serve the adjacent property lying immediately east of the above described

(continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 60,000.00

Subscribed and sworn to before me, this the 31st day of January 1979

Affiant

My commission expires: 8-2-82 (Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

property. Said gas line easement and gas meter easement shall be of sufficient width to service the same, if necessary. The present gas easement shall be terminated and moved if the owner or owners of this property deem to further improve this facility and said expense of moving the easement will bear upon the owner of the adjacent property. It is expressly stated that a gas easement is granted to the connection of th emain gas line located in the southerly most corner of this property to Otis Charlton, et ux, his heirs and assigns if the present easement is moved or in any way terminated.

The Grantors, Otis W. Charlton and wife, Louise R. Charlton, reserve unto themselves, their heirs and assigns an easement for a sewer line which is presently located on said property to the adjacent property lying immediately east of the above described property. Said sewer line easement shall be of sufficient width to service the same, if necessary.

The above two easements shall run with the land and shall be transferable by the said Otis W. Charlton and wife, Louise R. Charlton, their heirs and assigns.

Notwithstanding that the property conveyed hereunder is encumbered by liens evidenced by instruments of record in Book 5189, page 595; Book 5374, page 200, Register's Office, Davidson County, Tennessee and an assignment of leases and rents to Murfreesboro Federal Savings and Loan Association of record in Book 5189, page 599, Register's Office for Davidson County, Tennessee, it is agreed that the Grantees, Joe H. Blackwell and wife, Hazel A. Blackwell, have not become liable for and do not directly, indirectly, expressly or impliedly become liable for or assume any indebtedness for or under said instruments of record or any obligations in connection therewith, by way of indemnity or otherwise to the Grantors or Mortgagee of said deed of trust or anyone else for the principal, interest or any other sums payable or to become payable under or by reason of the said mortgages or any obligations or undertakings in connectio therewith.

Upon the full payment of the considerations herein, the Grantors, Otis W. Charlton and wife, Louise R. Charlton, will secure a release of the property herein conveyed from the liens by said instruments of record in Book 5189, page 595; Book 5374, page 200, and Book 5189, page 590, said Register's Office. It is agreed by all parties herein that the Grantors, Otis W. Charlton and wife, Louise R. Charlton shall pay said indebtedness secured by the instruments of record in Book 5189, page 595; Book 5374, page 200, Book 5189, page 590, said Register's Office as they become due out of the payments which are made to them on the note described herein.

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 Joe H. Blackwell and wife, Hazel A. Blackwell *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 noted above. Otis W. Charlton and wife, Louise R. Charlton do hereby grant and convey to Joe H. Blackwell and wife, Hazel A. Blackwell, their heirs and assigns an easement to use, service and repair for a sewer, if necessary the sewer line that serves the above described property that is presently laid and is being used with others on the property described in deed of record in Book 5382, page 825, Register's Office for Davidson County, Tennessee. Further, as of the date of signing of this Installment Deed all parties have signed a Contract Agreement which is incorporated by reference as a part of this instrument. Said Contract Agreement shall expire upon the completion and payment of the above listed liens.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Joe H. Blackwell and wife, Hazel A. Blackwell, 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 Joe H. Blackwell and wife, Hazel A. Blackwell *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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

expense 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.

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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 31ST day of January, 19 79

Sworn to and subscribed before me this 30th day of January, 1979.
State of Alabama
County of Jefferson
Virginia E. Reaves
NOTARY PUBLIC
JEFFERSON COUNTY, ALA.

x Harel A. Blackwell
Joe H. Blackwell
Otis W. Charlton
Louise R Charlton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James L. Curtis, a Notary Public in and for said County and State, Otis W. Charlton and wife, Louise R. Charlton and Joe H. Blackwell

the within named 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 31st day of January, 19 79.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

James L. Curtis Notary Public

Commission expires 8-2-80

STATE OF ALABAMA
COUNTY OF JEFFERSON

See notarized signature of Hazel A. Blackwell on preceding page. Seal is located to the left of her signature.

Personally appeared before me, Hazel A. Blackwell *, a Notary Public in and for said County and State,* .....

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.....,
this 30th *day of* January *, 19* 79

.....*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 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*.....

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

.....*Notary Public*

Commission expires.....

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INSTALLMENT DEED

FROM
OTIS W. CHARLTON, ET UX

TO
JOE H. BLACKWELL, ET UX

F. 1. 2. 7. 7. 0.

IDENTIF. REFERENCE

FEB 5 11 44 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

JAMES L. CURTIS