Installment Deed

BOOK 5424 PAGE 254

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
SAMUEL E. HELMS ET AL (NAME:)	PRUDENT TRUST CO. (NAME:)	75-10
208 BRANDYWINE DR. (STREET ADDRESS OR ROUTE NUMBER)	329 UNION ST. (STREET ADDRESS)	Par 197 Jr
OAK HILL (CITY) TN (P. O. ZONE) 37138 (STATE)	NASHVILLE (CITY) TENN (ZONE) 37219 (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED THIRTY-FIVE THOUSAND AND NO/100 ($235,000.00)---------- *Dollars,*

of which ----------EIGHT THOUSAND AND NO/100 ($8,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 ($227,000.00)---------- *Dollars,*

James W. McPherson, Jr. and wife, Melanee Smith McPherson and Samuel E. Helms, Jr. and wife, Deborah Bankston Helms *have* ~~xxxxx~~ assumed to pay to Kansas City Life Insurance Company of Kansas City, Missouri the sum of $91,973.73 which is the balance of a loan secured by an instrument of record in Book 4733, page 516, Register's Office, Davidson County, Tennessee and they have executed two notes; one note in the principal amount of $15,500.00 payable to the order of Robert E. Earheart on or before Dec. 31, 1979 plus interest at the rate of 10% per annum; one note in the principal amount of $119,526.27 payable to the order of Robert E. Earheart on or before April 18, 1989. Said note bears interest at the rate of 10% per annum on the unpaid principal and interest payments are due and payable on April 18th of each year, beginning April 18, 1980, privilege is reserved of paying any amount on the principal of said note or said note may be paid in full at any time.

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,

Robert E. Earheart

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

James W. McPherson, Jr. and wife, Melanee Smith McPherson and Samuel E. Helms, Jr. and wife, Deborah Bankston Helms, their ~~xxxxxxx~~ *(successors) heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. C8 on the Plan of Hermitage Estates, Parcel "B" as of record in Book 3842, page 135, Register's Office for said County.

Said Lot No. C8 fronts 100.0 feet on the southeasterly margin of Lebanon Road and extends back 199.46 feet on the southwesterly line and 199.37 feet on the northeasterly line, to a line in the rear on which it measures 100.00 feet thereon.

Being the same property conveyed to Robert E. Earheart by deed from C. E. Hooper and wife, Peggy K. Hooper of record in Book 4635, page 691, Register's Office for Davidson County, Tennessee.

It is agreed by all parties hereto that if any default shall occur in the indebtedness secured by the deed of trust of record in

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Salmon

Stahlman Building: Nashville, Tennessee

Continued...

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $235,000.00

Subscribed and sworn to before me, this the 18th day of April, 19 79

Affiant

My commission expires: 5-15-82 (Affix Seal)

Notary Public

Book 4733, page 516, Register's Office for Davidson County, Tennessee, the holder of the debt herein secured may either delcare said debt due and payable or he may advance such payments that may be in default on said indebtedness and charge or treat the same so advanced as a part of the debt herein secured.

It is agreed by all parties hereto that the indebtedness described in this instrument shall not be assumed by other parties without written approval of the holder of this note, and in the event the above described property is sold or conveyed, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.
It is agreed and understood that the escrow account in connection with the aforesaid indebtedness secured by the instrument of record in Book 4733, page 516, Register's Office for Davidson County, Tennessee is hereby transferred to the purchasers.

Insurance on said property is transferred to said purchasers with stipulation that the casualty insurance be maintained for at least $170,000.00 and that Robert E. Earheart and/or the holder of the lien secured herein is named the insured party with a copy of the policy, which shall be maintained on a current basis for the duration of the lien secured herein.

It is further agreed by the purchaser that a copy of the paid tax receipt showing that the Metro or State and County land taxes have been paid when due. Said copy of tax receipt shall be furnished to Robert E. Earheart and/or the holder of the indebtedness described herein on or before March 1,of each year showing that the previous years taxes have been paid.First copy of receipt for taxes shall be furnished

unimproved ( ) This is improved ( ) property, known as Robert E. Earheart and/or the holder of 2nd mortgage or or before
(House Number) (Street) P. O. Address: (City or Town) Mar.1,1980

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James W. McPherson, Jr. and wife, Melanee Smith McPherson and Samuel E. Helms, Jr. and wife, Deborah Bankston Helms, their ~~successors~~ *heirs and assigns forever. covenant that 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.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James W. McPherson, Jr., et ux Melanee Smith McPherson and Samuel E. Helms, Jr., et ux Deborah Bankston Helms 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 James W. McPherson, Jr., et ux Melanee Smith McPherson and Samuel E. Helms, Jr., et ux Deborah Bankston Helms *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 $ 170,000.00 *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 15th *day of* April, *19*79

Robert E. Earheart

Sam E. Ellis

Deborah Earheston Helms

Melanie Smith McPherson

Jim D. McPherson, Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, MARTHA ANN LAMB, *a Notary Public in and for said County and State,* Robert E. Earheart

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 18th *day of* April, *19*79.

MARTHA ANN LAMB NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Martha Ann Lamb *Notary Public*

Commission expires 3-15-82

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Martha Ann Lamb, *a Notary Public in and for said County and State,* James W. McPherson, Jr., et ux Melanee Smith McPherson and Samuel E. Helms, Jr. and wife, Deborah Rankston Helms *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* 18th *day of* April, *19* 79

Martha Ann Lamb *Notary Public*

Commission expires 3-15-82

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 .....

INSTALLMENT DEED

FROM

ROBERT E. EARHEART

TO

JAMES W. McPHERSON, JR., ET UX,

ET AL

F. 2 5 2 4 0

IDENTIF. REFERENCE

APR 20 2 13 PM '79

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-1631
NASHVILLE, TENNESSEE 37238

~~REDUCED & SATISFIED~~

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			235000.00- CO	
			135026.27- MO	
			611.00 CO TX	
			133.00 MO TX	
			.50 PRFEE	
			8.00 WDEED	
			CHECK	752.50-
7475A	04/20/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F25240
1
Security Title
4.20 213 8M 79
Felix Z. Wilson II
Register
KCB
Please Come

No. 078777