INSTALLMENT DEED

For and in Consideration of the sum of Thirteen Thousand Five Hundred and no/100---------- Dollars, of which One Thousand Five Hundred and no/100---------- Dollars, has been paid in cash by Robert Harris and wife, Deloris W. Harris the receipt of which is hereby acknowledged, and for the remainder of Twelve Thousand and no/100---------- Dollars, the said Robert Harris and wife, Deloris W. Harris have executed a promissory note of even date herewith in the principal amount of Twelve Thousand Dollars ($12,000.00), with interest at the rate of 10% per annum, payable to the order of Charles Burkhalter and Artie G. Brooks, in 120 consecutive monthly installments of $158.59 each, with the first installment being due ✓1st June, 1979, and thereafter a like amount on the ✓1st day of each succeeding month until paid in full, both principal and interest. In addition to the vendor's lien provided herein and to further secure payment of said installment deed note, we the undersigned grantees, hereby agree to pay to the grantors an additional sum of $20.00 per month, simultaneously with the monthly installments due on said installment deed note, which amount represents approximately 1/12th of the yearly fire insurance premium and real estate taxes on the real property herein conveyed, and grantors hereby agree to pay said fire insurance premium and real estate taxes as same become due and payable. The parties hereby further agree that said additional monthly amount shall be adjusted periodically to reflect any increase or decrease in the amount required for such fire insurance premium and real estate taxes on subject real property.

all of said notes bearing ~~six~~ ten 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, Charles Burkhalter and Artie G. Brooks

have this day bargained and sold, and do hereby transfer and convey unto the said Robert Harris and wife, Deloris W. Harris, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 12 on the Plan of the Subdivision of the Power Property, as of record in Book 421, page 65, Register's Office for said County.

Said Lot 12 fronts 50 feet on the southerly side of Pearl Street and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to Charles Burkhalter and Artie G. Brooks by deed from Rev. Joe Smith and wife, Otie Brown Smith, of record in Book 5293, page 100, Register's Office, Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as 1821 (House Number) Pearl Street (Street), Nashville (P. O. Address: City or Town), Tennessee 37203 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert Harris and wife, Deloris W. Harris, their 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.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Robert Harris and wife, Deloris W. Harris, 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 Robert Harris and wife, Deloris W. Harris do hereby transfer and convey unto D. W. McMackin, 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 Robert Harris and wife, Deloris W. Harris 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 $13,500.00 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 Robert Harris and wife, Deloris W. Harris 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 Robert Harris and wife, Deloris W. Harris, their 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 D. W. McMackin, 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 Charles Burkhalter and Artie G. Brooks and Robert Harris and wife, Deloris W. Harris, hereunto set our hands at Nashville, Tennessee, this the 26th day of April 1979

Charles Burkhalter

Artie G. Brooks

Robert Harris

Deloris W. Harris

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Judith E. Hackney, a Notary Public in and for said County and State, the within named Charles Burkhalter, Artie G. Brooks, Robert Harris and Deloris W. Harris

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 Nashville, Tennessee, this 26th day of April 1979

My Commission Expires JULY 18, 1982

Judith E. Hackney, Notary Public.

Commission Expires

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 5427 PAGE 427

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 ....., 19.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

CHARLES BURKHALTER and

ARTIE G. BROOKS

TO

ROBERT HARRIS and wife,

DELORIS W. HARRIS

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

F 26392

IDENTIFICATION REFERENCE

APR 27 1 33 PM '79

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

Brooks Realty & Construction Co.
10th Floor - Third National Bank Bldg.
Nashville, Tennessee 37219
REALTORS
Phone 255-5749 • 297-7698
REALTOR®
TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert Harris, et ux (NAME)	Brooks Realty Company (NAME)	91-12
1821 Pearl Street (STREET ADDRESS OR ROUTE NUMBER)	12th Floor, Third National Bank Building (STREET ADDRESS)	Par 2 Ts
Nashville, TN 37203 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37244 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

D. W. McMackin
2115 One Commerce Place
Nashville, TN 37239

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$13,500.00 ✓ Robert Harris
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF April, 1979

Notary Public

MY COMMISSION EXPIRES: My Commission Expires July 18, 1982

(AFFIX SEAL)

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

BOOK 5427 PAGE 428

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
			13500.00- CO	
			12000.00- MO	
			35.10 CO TX	
			10.00 MO TX	
			.50 PRFEE	
			8.00 WDEED	
			CHECK	53.60-
B969A04/27/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 26392

IDENTIF. REFERENCE

APR 27 1 3' PM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 680224