INSTALLMENT DEED

For and in Consideration of the sum of Fifteen Thousand and no/100 ($15,000.00) - Dollars,

of which Five Thousand and no/100 ($5,000.00) - - - - - - - - - - Dollars,

has been paid in cash by James Piercey, unmarried,

the receipt of which is hereby acknowledged, and for the remainder Ten Thousand and no/100 ($10,000.00) - Dollars,

the said James Piercey has

executed his installment deed note, of even dat herewith, payable to the order of Charles C. Bonds and wife, Rachel Y. Bonds, in the principal sum of $10,000.00, payable in monthly installments of $212.48 per month, for a period of five (5) years, the first payment being due June 21, 1979, to be applied first to accrued interest at the rate of 10% per annum, and the balance to principal, said note bearing interest at the rate of 10% per annum on the unpaid balance until fully paid over said term of five (5) years,

all of said notes bearing ~~six~~ 10% 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, Charles C. Bonds and wife, Rachel Y. Bonds,

have this day bargained and sold, and do hereby transfer and convey unto the said James Piercey, his heirs and assigns,

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

Being Lot No. 9 on the subdivision of a portion of the Charles C. Bonds and wife's property as of record in Book 4694, page 151, Register's Office for Davidson County, Tennessee, and located in the 31st Councilmanic District of Davidson County, Tennessee, and more fully described according to a survey made by McConnell Engineering, dated April 15, 1978, as follows:

Beginning at an iron pin situated in the northerly margin of Battle Road; said iron pin being also the common corner of Tracts No. 8 and No. 9 on the aforementioned plat by McConnell Engineering;

Thence leaving said margin of Battle Road and along the line of tracts #8 and #9 N. 02°-14'-21" W - 670.67 feet to an iron pin in the southerly line of Tract #10; thence with said southerly line of Tract #10, S 85°-21'-51" E - 246.14 feet to an iron pin in and situated in the westerly margin of Battle Road; thence with the said westerly margin of Battle Road S. 04°-38'-09" W. 339.63 feet to a point; thence S. 05°-11'-39" W. 212.53 feet to a point; thence around a curve to the right, having a radius of 107.12 feet a distance of 154.36 feet to a point; thence S. 87°-45'-39" W. - 70.00 feet to the point of beginning, containing 3.00 acres more or less.

Being a part of the property conveyed to Charles C. Bonds and wife, Rachel Y. Bonds, by deed from Dean Greenfield and wife, Bonnie Greenfield, dated April 2, 1973, of record in Book 4694, page 151, Register's Office for Davidson County, Tennessee.

(This is unimproved (X) / improved ( ) property, know as a 3.00 acre tract on Battle Road.
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James Piercey, his 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 1979 Metro taxes, which are not yet due, and are to be pro rated.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said James Piercey 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 in hand paid, I, the said James Piercey, unmarried,

do hereby transfer and convey unto Claude H. Bonds, 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 James Piercey

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 $ 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 James Piercey 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 James Piercey representatives or assigns.

CHAS. C. BONDS ET UX)
)
TO)
)
JAMES PIERCEY.)

Re: Lot 9, Chas.C.Bonds et ux subdivision on Battle Road.

RESTRICTIONS.

This conveyance is expressly subject to the following agreements, covenants and restrictions to run with the land herein conveyed for a period of twenty (20) years:

1. No residence shall be constructed with less than 1500 square feet of living area, excluding garages and porches, the plans and specifications to be approved by Charles C. Bonds and wife, Rachel Y. Bonds, or their agent.

2. No chickens or hogs are to be raised or kept on dsid premises; any live stock to be kep thereon shal l not exceed one cow per acre.

3. No trailers, temporary or permanent, shall be placed upon said premises.

4. All outbuildings to be approved by sellers.

5. No commercial activity shal l be conducted on said premises.

6. Said tract of land is not to be subdivided.

7. No storage or junk cars, storage of building materials, or any other offensive or unsightly storage to be place on said tract.

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 Claide H. Bonds, 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 C. Bonds and wife, Rachel Y. Bonds and James Piercey hereunto set our hands at Nashville, Tennessee, this the 21 day of May 1979

Charles C. Bonds

Rachel Y. Bonds

James P. Piercy

STATE OF TENNESSEE
Davidson County

Personally appeared before me, J. Lamont Mitchell, a Notary Public in and for said County and State, the within named Charles C. Bonds and wife, Rachel Y. Bonds, and James Piercey, unmarried,

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, Davidson County, Tennessee, this 21st day of May, 1979.

NOTARY PUBLIC DAVIDSON CO. TENN.

Commission Expires July 21, 1981.

J. Lamont Mitchell, Notary Public.

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 }

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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 C. BONDS ET UX

TO
JAMES PIERCEY.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

Mail to:
Chas. C. Bonds,
Burkitt Road,
Antioch, Tenn., 37013.

F 30341

IDENTIF. REFERENCE

MAY 21 3 03 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Piercey (NAME)	Same (NAME)	Part of: Map: 187-22 Tax: 5D-21531
112 Castaway Ct. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tn 37217 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

mail

THIS INSTRUMENT WAS PREPARED BY

Harry G. Nichol, Atty.
711 J.C.Bradford Bldg.,
Nashville, Tnn., 37219.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 15,000.00 James H. Piercey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF May 1979.

E. Brashears
Notary Public

MY ~~COMMISSION~~ EXPIRES: Dep Reg.

~~(AFFIX SEAL)~~

TOOLEY CO. NASHVILLE

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE
BOOK 5438 PAGE 273

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
			15000.00- CO	
			10000.00- MO	
			39.00 CO TX	
			8.00 MO TX	
			.50 PRFEE	
			10.00 WDEED	
			CHECK	57.50-
			4090A05/21/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 30341

IDENTIF. REFERENCE

MAY 21 3 03 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 685185