INSTALLMENT DEED

For and in Consideration of the sum of Fourteen Thousand Five Hundred and No/100 ($14,500.00)----------Dollars, of which Five Thousand and No/100 ($5,000.00)----------Dollars, has been paid in cash by Anthony Wayne Everhart the receipt of which is hereby acknowledged, and for the remainder Nine Thousand Five Hundred and No/100 ($9,500.00)----------Dollars, the said Anthony Wayne Everhart has executed a promissory note to A. W. Chaffin and wife, Edna L. Chaffin, in the amount of $9,500.00, at an annual percentage rate of eight (8%) percent to be paid in annual installments over a five-year period, with the first payment due and owing on June 1, 1980, in the amount of $2,379.34, and a similar amount each year thereafter until paid in full. The fifth and final payment, in the amount of $2,094.82, is due and owing on June 1, 1984.

all of said notes bearing ~~six~~ eight 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, A. W. Chaffin and wife, Edna L. Chaffin

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have this day bargained and sold, and do hereby transfer and convey unto the said Anthony Wayne Everhart, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Beginning at a point on the southerly R/W. of Poplar Creek Road, said R/W being fifty feet, thence by same R/W/N. 78° 47 min. E. a distance of 98.25 feet to a point. Thence by same N. 80° 11 min. E. a distance of 98.54 feet to a point. Thence by same, N. 85° 12 min. E. a distance of 68 feet to a point and the N.W. corner of tract 2. Thence leaving the R/W of the road 7° 54 min. 39 sec. E. a distance of 933.59 feet to a point. Thence by McClain S. 82° 31 min. W. a distance of 185.96 feet to an iron pin previously set in the boundary survey by others. Thence S. 82° 41 min. W. a distance of 107.42 feet to a point. Thence along the E. line of tract 4, N. 6° o0 min. 23 sec. W. a distance of 926.29 feet to the beginning. Containing 5.971 acres.

Being part of a tract of land forming a part of the Estate of Charles B. Smith, deceased, described according to an unrecorded survey and plat made by C. E. Greek, III, on February 11, 1976, beginning at an iron pin set in the southerly margin of Poplar Creek Road approximately 450' west of the western boundary of McCrory Lane at its intersection with Poplar Creek Road, being the intersection of the southerly margin of the said Poplar Creek Road and the easterly boundary of the lands hereby conveyed; thence S. 03° 59' W. 939.24' to a beech tree; thence S. 84° 04' W. 272.36' to an iron pin; thence S. 82° 31' W. 330.57' to an iron pin; thence S. 82° 41' W. 319.42' to an iron pin and fence corner; thence S. 87° 25' W. 443.44' to an iron pin and pile of rocks; thence N. 06° 16' E. 169.63' to a tree; thence N. 08° 42' E. 184.12' to an iron pin; thence N. 10° 10' E. 558.83' to an iron pin, being the intersection of the southerly margin of Poplar Creek Road with the westerly line of the property hereby conveyed; thence along Poplar Creek Road N. 83° 36' E. 100.23' to a point; thence N. 81° 43' E. 101.09' to a point; thence N. 78° 47' E. 312.16' to a point; thence (*Continued other side)

This is ~~unimproved~~ (X) property, known as Tract #3, Poplar Creek Road, Nashville, Tennessee (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 A. W. Chaffin and wife, Edna L. Chaffin 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said Anthony Wayne Everhart, 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 us in hand paid, I, the said Anthony Wayne Everhart

do hereby transfer and convey unto Donald Gregory, 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 Anthony Wayne Everhart

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 make 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 interest may appear; 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 Anthony Wayne Everhart 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; 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 Anthony Wayne Everhart 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 Donald Gregory, 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 A. W. Chaffin and wife, Edna L. Chaffin and Anthony Wayne Everhart hereunto set our hands at our, Tennessee, this the 23 day of May 19 79

A. W. Chaffin

Edna L. Chaffin

Anthony Wayne Everhart

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Donald Gregory, a Notary Public in and for said County and State, the within named A. W. Chaffin and wife, Edna L. Chaffin; and Anthony Wayne Everhart,

the 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 Davidson County, Tennessee, this 23 day of May, 1979

My Commission Expires Feb. 15, 1981

Commission Expires _____, 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 }

BOOK 5440 PAGE 129

Before me, ...

County aforesaid, personally appeared ....., a Notary Public of the State and

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 ....

Commission expires .....

..... , Notary Public.

(over for additional acknowledgements)

*Description continued: N. 80° 11' E. 98.54' to a point; thence N. 85° 12' E. 97.10' to a point; thence S. 86° 23' E. 96.93' to a point; thence S. 80° 41' E. 99.81' to a point; thence S. 85° 36' E. 103.78' to a point; thence N. 82° 00' E. 105.01' to a point; thence N. 71° 27' E. 103.92' to a point; thence N. 63° 08' E. 87.04' to a point of beginning; containing 27.7 acres, more or less.

Being the same property conveyed to A. W. Chaffin, et ux., by John Perry Chaffin and wife, Margie Dianne Chaffin, by Quit Claim Deed, of record in Book 5310, page 491, Register's Office for Davidson County, Tennessee.

INSTALLMENT DEED

FROM
A. W. Chaffin and wife,
Edna L. Chaffin

TO
Anthony Wayne Everhart

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 3 1 0 1 6

IDENTIF. REFERENCE

MAY 24 11 49 AM '79

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Anthony Wayne Everhart (NAME)	SAME (NAME)	155/2223
2014 Olga Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Donald Gregory, Attorney
1623 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 14,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 23 DAY OF May, 1979

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Jan. 7, 1981

(AFFIX SEAL)

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

BOOK 5440 PAGE 130

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
			14500.00- CO	
			9500.00- MO	
			37.70 CO TX	
			7.50 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	53.70-
4942A	05/24/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 3.1.0 1.6

IDENTIF. REFERENCE

MAY 24 11 43 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 686013