| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS: |
|---|---|---|
| Fred J. Koehler, et ux. (NAME) | SAME (NAME) | 182-43 |
| Route 1 (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Antioch, Tennessee (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

## INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of SEVENTY THOUSAND AND NO/100 ($70,000.00) DOLLARS

of which $ 12,500.00 has been paid in cash by the grantee, hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their Note of even date herewith payable to Grantor in the principal amount of Fifty Seven Thousand Five Hundred ($57,500.00) Dollars, bearing interest at the rate of nine and one-half percent (9-1/2%) per annum, payable as follows: $7,500.00 on or before December 31, 1979 and the balance of $50,000.00 payable in five (5) consecutive annual payments of principal in the amount of $10,000.00 each, plus interest, commencing August 19, 1980, and on the same date each succeeding year thereafter until said note is paid in full,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

Walter G. Turner, has does
hereinafter called the grantors, ~~XX~~ this day bargained and sold, and ~~X~~ hereby transfer and convey unto
Fred J. Koehler and wife, Jacqueline Koehler,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 5th Civil District of Davidson County, Tennessee, described according to a copy of a survey by John M. Sullivan, County Surveyor, May 23, 1950, as follows:

BEGINNING at a point in the center line of Hobson Pike, the northeast corner of this tract and the northwest corner of a tract owned by Charles Porter, opposite a fence line; thence along Porter's west line, south 4° 04' west 576.8 feet to a point at a turn in said fence, thence easterly, with fence and with Porter's line, 8 feet to another fence, and continuing along said fence and along Porter's westerly line, south 4° 04' west 1062.8 feet to a point in the north line of the lands of Ella Whitamore, in a fence line; thence with said Whitamore's north line; north 88° west 168.8 feet to a point, a new corner of said Robert T. Briley land; thence with Briley's new line, as follows: North 63° 23' west 41.5 feet, north 1° 54' east 359.7 feet; thence north 53° 46' west 844.8 feet to a point; thence north 27° 32' east 920 feet to the center line of Hobson Pike; thence with the center line of same, south 83° 28' east 563 feet to the beginning, containing 22.12 acres, more or less. (See attached sheet)

This is improved ( )
unimproved ( ) property, known as
(House Number) (Street) (P.O. Address) (City or Town) Postal Zone

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees their heirs and assigns forever. We convenant 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, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto E. Warner Bass 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 grantees 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 interest 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 grantees, 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, 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 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:

BOOK 5480 PAGE 468

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 advise 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 the grantees herein, their heirs, representa⊙es 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 9th day of August 1979

Fred J Koehler
FRED J. KOEHLER

Walter G. Turner
WALTER G. TURNER

Jacqueline C. Koehler
JACQUELINE KOEHLER

Edna Turner
EDNA TURNER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 70,000.00

Fred J Koehler
Affiant

Subscribed and sworn to before me, this the 9th day of August, 1979

My commission expires 7-18-82 (Affix Seal)

Anne Marsden
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Anne Marsden, a Notary Public in and for said County and State, the within named Fred J. Koehler and wife, Jacqueline Koehler, 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 Nashville, TN this 9th day of August, 1979

Commission Expires 7-18-82

Anne Marsden
Notary Public.

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 _____

File

This instrument was prepared by:

BASS, BERRY & SIMS, 2700 First American Center, Nashville, TN (EWB)

Name Address

INSTALLMENT DEED

FROM

FRED J. KOEHLER, ET UX.

TO

E. WARNER BASS, TRUSTEE

Published by

Pioneer National Title Insurance Company
A Ticor Corporation
311 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2200

FORM NO 1005 HESSEY 8-1-75

BEING the same property conveyed to Lillie Johnson Turner by deed from R. T. Briley, et ux, of record in Book 1850, page 409, RO.D.C.T., the said Lillie Johnson Turner being deceased and the grantor herein being her sole heir.

Edna Turner, wife of Grantor, joins herein for the purpose of conveying any and all rights which she may have in the property by virtue of her marriage to Grantor.

AUG 10 3 23 PM '79
FELIX Z. ZOLLICOFFER, REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

45577

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Walter G. Turner and wife, Edna Turner, 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 9th day of August, 1979.

[illegible]
Notary Public

My Commission Expires:

7-15-82

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

RECEIVED OF _____

FOR _____

BOOK 5480 PAGE 470

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 70[illegible].00- | CO |
| | | | 5750[illegible].00- | MO |
| | | | 182.00 | CO TX |
| | | | 5[illegible].50 | MO TX |
| | | | .50 | PRFE |
| | | | 5.00 | WDE.D |
| | | | CHECK | 247.0[illegible]- |
| 3315A08/10/79 | | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 45577

IDENTIF. REFERENCE

AUG 10 3 23 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 703850