INSTALLMENT DEED

For and in Consideration of the sum of--TWO-HUNDRED, SEVENTY-TWO THOUSAND, SIX-HUNDRED AND 00/100 ($272,600.00)----------Dollars, of which--TWENTY-FIVE THOUSAND AND 00/100 ($25,000.00)----------Dollars, has been paid in cash by Lyndal Roberts and wife, Margaret Roberts the receipt of which is hereby acknowledged, and for the remainder--SIXTY-FOUR THOUSAND, FOUR-HUNDRED, SEVENTY-FIVE AND 83/100 ($64,475.83)----------Dollars, the said Lyndal Roberts and wife, Margaret Roberts have this day purchased subject to the remaining unpaid balance of a vendor's lien in the amount of $85,453.32, of record in Book 4743, Page 239, said Register's Office, and have further purchased subject to the remaining unpaid balance of a vendor's lien in the amount of $97,670.85, of record in Book 5235, Page 590, said Register's Office, and for the remainder the said Grantees have this day executed their one promissory note of even date herewith in the principal sum of $64,475.83, payable to the order of Grantors and executed by Grantees, and given as part of the purchase money on the herein described property. Said note is payable as follows:

1. On August 15, 1980, the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00), of which FIVE-THOUSAND, EIGHT-HUNDRED TWO AND 82/100 DOLLARS ($5,802.82) shall be applied to interest and *Continued, see below....

all of said notes bearing six 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, JOHN F. GERKENS AND WIFE, ALICIA M. GERKENS

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have this day bargained and sold, and do hereby transfer and convey unto the said LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 13 and 14 on the Map of Buford's Subdivision of part of the Elliston Land, as of record in Book 332, Page 8, Register's Office for said County.

Said Lots Nos. 13 and 14 front together 101 feet on the easterly side of Louise Avenue, and extend back 150 feet on the southerly line and 157.2 feet on the northerly line, with the southerly margin of Elliston Place to an alley, measuring 149 feet thereon.

Being the same property conveyed to John F. Gerkens and wife, Alicia M. Gerkens, by deed from Paul Gold and wife, Shirley Gold, of record in Book 5235, Page 590, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government planning, building and zoning regulations.

*Continued...
NINETEEN-THOUSAND, ONE-HUNDRED, NINETY-SEVEN AND 18/100 DOLLARS ($19,197.18) to principal. Interest being at the rate of 9% per annum on the unpaid principal sum.

2. On September 15, 1980, or sooner if item number one is paid at an earlier date or the Howard Apartments are liquidated, the beginning date then becoming thirty (30) days from these earlier events if they occur, the sum of FOUR-HUNDRED, SIXTY-SEVEN AND 38/100 DOLLARS ($467.38) and a like amount on the 15th day of each successive month until the sixty-first (61st) consecutive monthly

**Continued, page four.....

This is unimproved ( ) improved ( ) property, known as _____ (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 LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS 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 LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS, 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 LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS do hereby transfer and convey unto TOM G. COLEMAN, JR., 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 LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS 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 $ insurable interest 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 LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS 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 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 borrowers 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 TOM G. COLEMAN, JR., 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 JOHN F. GERKENS AND WIFE, ALICIA M. GERKENS and LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS hereunto set our hands at Nashville, Tennessee, this the 15th day of August 19 79

Lyndal Roberts

Margaret Roberts

John F Gerkens

Alicia M Gerkens

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN F. GERKENS AND WIFE, ALICIA M. GERKENS AND LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS

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 15 day of August, 19 79

Sandra Smith, Notary Public

Commission Expires 8-3-80

SANDRA SMITH 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 _____

**Continued from page one.....

installment, whereupon, the balance of both principal and interest will become immediately due and payable. The interest rate to be 11% per annum on the unpaid principal sum.

That the terms of the contract of sale will survive the closing.

INSTALLMENT DEED

FROM
JOHN F. GERKENS, ET UX

TO
LYNDAL ROBERTS, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

F-46756

IDENTIF. REFERENCE

AUG 17 8 59 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lyndal Roberts, et ux	New Owner	Map 92-15
(NAME)	(NAME)	Par 168
921 Stahlman Building		Par 169
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	21W-1525
Nashville, Tenn. 37201		21W-9395
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$272,600.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF August, 1979

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)

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

BOOK 5483 PAGE 679

RECEIVED OF _____

FOR _____

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST & DEED

CC - CERTIFIED COPY
MR - RELEASE
UC - UNIFORM COMMERCIAL CODE

MS - MISCELLANEOUS
ST - STATE TAX CONVEY.
ST - STATE TAX MORT.
PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			272600.00-	CO
			64475.63-	MO
			708.76	CO TX
			62.50	MO TX
			.50	PRFEE
			12.00	WDELD
			CHECK	783.76-
4949A	08/17/79	BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 46756

IDENTIF. REFERENCE

AUG 17 8 59 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 705432