INSTALLMENT DEED

For and in Consideration of the sum of ---FORTY-ONE THOUSAND AND 00/100 ($41,000.00)---- Dollars, of which -TEN-THOUSAND, TWO-HUNDRED, FIFTY AND 00/100 ($10,250.00)---------- Dollars, has been paid in cash by D. W. SWINDLE, the receipt of which is hereby acknowledged, and for the remainder---THIRTY-THOUSAND, SEVEN-HUNDRED, FIFTY AND 00/100 ($30,750.00)---------- Dollars, the said D. W. SWINDLE has this day executed his one promissory note of even date herewith in the principal sum of $30,750.00, payable to the order of Grantors and executed by Grantee, and given as part of the purchase money on the herein-described property. Said note is payable in 40 consecutive quarterly installments of $768.75 each, plus interest, interest being at the rate of 9-1/2% per annum on the unpaid principal sum. The first payment falling due on the 5th day of December, 1979, and thereafter, said consecutive quarterly installment payments shall continue quarterly on the 5th day of March, June, September and December of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

all of said notes bearing ~~six~~ 9-1/2% 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, FRED J. DUKE AND WIFE, GLORIA J. DUKE

have this day bargained and sold, and do hereby transfer and convey unto the said D. W. SWINDLE, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 15, 16, 17, 18, 19, 20, 21, 22 and 23 on the Map of Carter Lane Place, a plan of which is of record in Book 547, Page 105, Register's Office for Davidson County, Tennessee.

Said Lots Nos. 15 and 16 front 50 feet each on the North side of Carter Lane or Street and run back between parallel lines 140 feet to a dead line.

Said Lot No. 17 fronts 50 feet on the northerly side of Granada Avenue, formerly Carter Lane or Street and runs back between parallel lines 140 feet to a dead line.

Said Lot No. 18 fronts 50 feet on the northerly side of Carter Lane or Street and runs back between parallel lines 140 feet to a dead line.

Said Lot No. 19 fronts 131 feet on the northerly side of Carter Lane or Street and runs back 140 feet on the easterly line and 149.5 feet on the westerly line with easterly margin of the Louisville and Nashville Railroad right-of-way to a dead line and shown 78.3 feet on said dead line.

Said Lot No. 20 fronts 27-1/2 feet on the southerly side of Carter Avenue and runs back 135 feet on the easterly line and 145 feet, more or less, on the westerly line with the easterly margin of the Louisville and Nashville Railroad right-of-way to a dead line and shows 78.3 feet on said dead line.

Said Lot No. 21 fronts 50 feet on the southerly side of Carter Avenue, and runs back 134.4 feet on the easterly line and 135 feet on the westerly line to a dead line and shows 50 feet on said dead line.

*Continued, see page three.....

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 D. W. SWINDLE 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 D. W. SWINDLE 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 D. W. SWINDLE

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.

I, the said D. W. SWINDLE 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.

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 D. W. SWINDLE 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 borrowers representatives or assigns.

*Continued from page one.....

Said Lot No. 22 fronts 50 feet on the southerly side of Carter Avenue, and runs back 134.4 feet on the easterly line and 135 feet on the westerly line to a dead line and shows 50 feet on said dead line.

Said Lot No. 23 fronts 50 feet on the southerly side of Carter Avenue, and runs back 133.3 feet on the easterly line and 133.8 feet on the westerly line to a dead line and shows 50 feet on said dead line.

Being the same property conveyed to Fred J. Duke and wife, Gloria J. Duke, by deed from Mary R. Hutchinson, of record in Book 4978, Page 474, Register's Office for Davidson County, Tennessee.

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

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 FRED J. DUKE AND WIFE, GLORIA J. DUKE and D. W. SWINDLE hereunto set our hands at Nashville, Tennessee, this the 5th day of September 1979

D. W. Swindle

Fred J. Duke

Gloria J. Duke

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named FRED J. DUKE AND WIFE, GLORIDA J. DUKE, AND D. W. SWINDLE

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 5th day of September, 1979

SANDRA SMITH NOTARY PUBLIC DAVIDSON COUNTY

Sandra Smith, Notary Public.

Commission Expires 8-3-80

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 5496 PAGE 110

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
FRED. J. DUKE, ETUX

TO
D. W. SWINDLE

Attorney's Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 51051

IDENTIF. REFERENCE

SEP 10 3 01 PM '79

REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
D. W. SWINDLE (NAME)	NEW OWNER (NAME)	Map 82-4 Parcels 229,
201 Hart Lane (R1 AV) (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	263, and 262 27W-21695
Nashville, Tenn. 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	27W-20255 ~~27W-20265~~

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

$ 41,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF September, 1979

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5496 PAGE 111

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			41[illegible]	[illegible]
			30750.00-	MO
			106.50	CO TX
			20.70	MO TX
			.50	PRFEE
			15.00	MISC
			CHECK	150.30-
0378A05/10/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 51051

IDENTIFICATION REFERENCE

SEP 10 3 01 PM '79

REGISTER
DAVIDSON COUNTY, TENN.

No. 710707

TO PU[illegible]