INSTALLMENT DEED

For and in Consideration of the sum of Seventy-five thousand and no/100------
----------($75,000.00)-------- Dollars,
of which Five thousand and no/100----------($5,000.00)------ Dollars,
has been paid in cash by Larry J. Burge
the receipt of which is hereby acknowledged, and for the remainder Seventy thousand
and no/100----------($70,000.00)---------- Dollars,
the said Larry J. Burge has
executed his promissory note of even date herewith, payable to the order of Evergreen Land Company in the original principal amount of $70,000.00 with interest at ten (10%) per cent per annum payable in 360 installments of $614.31, the first such payment being due on the 15th day of November, 1979 and each subsequent payment being due on the 15th day of each and every succeeding month until said indebtedness is paid in full.

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, Evergreen Land Company, a Tennessee Corporation

have this day bargained and sold, and do hereby transfer and convey unto the said Larry J. Burge, unmarried, his heirs and assigns,

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

Land in Davidson County, Tennessee, being Lots Nos. 1 to 5, inclusive, on the Map of Blakemore and Park's Shelby Avenue Addition, of record in Book 57, page 151, Register's Office for said County.

SAID lots adjoin and front together 260 feet on the northerly side of Shelby Avenue and run back between parallel lines, Lot No. 1 running back along the westerly margin of 16th Street, 153 feet to an alley.

BEING the same property conveyed to Evergreen Land Company, Inc. by deed from Vernon M. Lester and wife, Ella L. Lester, of record in Book 2195, page 261, Register's Office for Davidson County, Tennessee.

The said property is being conveyed expressly subject to any recorded easements, and property taxes for the year 1979, which are being pro-rated, payment of which is expressly assumed by buyer.

This is unimproved ( ) improved (X) property, know as 1511-1519 (House Number) Shelby St. (Street), P. O. Address: Nashville (City or Town), TN 37206 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Larry J. Burge, his heirs and assigns forever. it covenants that it is 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 as herein setout.

it further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Larry J. Burge, 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 Larry J. Burge

do hereby transfer and convey unto Theodore H. Pailet, 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 Larry J. Burge 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 $ replacement value 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 Larry J. Burge 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; and 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 Larry J. Burge 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 Theodore H. Pailet, 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 Evergreen Land Company by Theodore H. Pailet, President and Larry J. Burge hereunto set our hands at Nashville, Tennessee, this the 28th day of September 1979

EVERGREEN LAND COMPANY

by Theodore H. Pailet, President
Theodore H. Pailet, President

Larry J. Burge
Larry J. Burge

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Melva H. Cline, a Notary Public in and for said County and State, the within named Larry J. Burge

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 Nashville, Tennessee, this 28th day of September, 1979

Commission Expires November 5, 1979

Melva H Cline, 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 5508 PAGE 328

Before me, Melva H. Cline, a Notary Public of the State and County aforesaid, personally appeared Theodore H. Pailet, with whom I personally acquainted, and who, upon oath, acknowledged him self to be president of the Evergreen Land Company, the within named bargainor, a corporation, and that he as such president, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as president.

Witness my hand and seal, at office in Nashville, Tennessee, this 28th day of September, 19 79.

Melva H Cline
Notary Public.

Commission expires November 5, 1979.

(over for additional acknowledgements)

MELVA H. CLINE NOTARY PUBLIC DAVIDSON COUNTY, TENN. LARGE

F 55530

IDENTIF. REFERENCE

OCT 2 2 46 PM '79

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
EVERGREEN LAND COMPANY

TO
LARRY J. BURGE

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TORLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Larry J. Burge (NAME)	Same (NAME)	83-13:
1051 Chicamauga Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	493-495
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

CHECK

THIS INSTRUMENT WAS PREPARED BY

Theodore H. Pailet, Attorney
1906 South Street
Nashville, TN 37212

10702.275.50

5884

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 75,000.00

Larry J. Burge
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF September, 1979

Melva H Cline
Notary Public

MY COMMISSION EXPIRES: November 5 1979

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

BOOK 5508 PAGE 329

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
			75000.00-	CO
			70000.00-	MO
			195.00	CO TX
			66.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	273.50-
5864A	10/02/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F55530

IDENTIFICATION REFERENCE

OCT 2 2 46 PM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 716063