This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

EMMA MALONE, ET VIR

TO

MARK D. PIONKE, ET UX

For draftsman's use

Prepared By: Mail
Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MARK D. PIONKE, ET UX (NAME)	NEW OWNERS (NAME)	Map 98-89
261 Earhart Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	4D-13292
Hermitage, Tenn. 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

F 5851 8

IDENTIF. REFERENCE

Oct 19 9 37 AM '79

FELIX Z. WILSON D. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$60,500.00 Affiant

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

Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --------SIXTY-THOUSAND, FIVE-HUNDRED AND 00/100 ($60,500.00)---------- DOLLARS

of which $ 20,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this day executed their one promissory note in the principal sum of $40,000.00, 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 in 240 consecutive monthly installments of $372.86 each, including both principal and interest, interest being at the rate of 9-1/2% per annum on the unpaid principal sum. The first payment falling due on the 1st day of January, 1980, and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due ; balance to unpaid principal sum.

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 expresely retained on the land herein conveyed,

EMMA MALONE AND HUSBAND, FRANK MALONE

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

MARK D. PIONKE AND WIFE, JOAN R. PIONKE

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

Being a tract of land in the 4th Civil District of Davidson County, Tennessee. Also being the southerly part of Lot No. 6 of a part of the land conveyed to A. T. Jacobs, et ux, from Thomas Sanders, et al, in Deed Book 2797, Page 253, Register's Office for Davidson County, Tennessee.

Beginning at a highway monument on the new right-of-way on North side of Earhart Road, also being 17.2 feet North of the southwest corner of Lot No. 5, A. T. Jacobs Land; thence North 79 degrees 12 minutes West 41.45 feet to an iron pin being the beginning of a curve in Earhart Road; thence with said curve with a radius of 152.86 feet, 225.8 feet to a monument in the East right-of-way of Earhart Road; thence South 81 degrees 00 minutes East 5.0 feet to a highway monument in the East right-of-way of Earhart Road; thence North 5 degrees 15 minutes East 68.0 feet to an iron pin in the East right-of-way of Earhart Road being 217.1 feet South of right-of-way Interstate I-40; thence leaving Earhart Road South 82 degrees 30 minutes East 175.85 feet to an iron pin in the West line of Lot No. 5 of A. T. Jacobs Land; thence with said Lot No. 5 South 5 degrees 15 minutes West 216.45 feet to a highway monument also being the point of beginning.

Being the same property conveyed to Emma Malone and husband, Frank Malone, by deed from A. T. Jacobs and wife, Pearl Sanders Jacobs, of record in Book 4108, Page 563, and by deed from Emma Malone of record in Book 4244, Page 850, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 261 Earhart Road (House Number) (Street) Hermitage, Tennessee 37076 P. O. Address: (City or Town) (Postal Zone)

96756 CHECK 10/15 5:01 PM 10-19-79

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 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, 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 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 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 $ 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 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:

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, 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 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 15th day of October 19 79.

Mark D Pionke — Joan R. Pionke

Emma Malone

Frank Malone

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named EMMA MALONE AND HUSBAND, FRANK MALONE, AND MARK D. PIONKE AND WIFE, JOAN R. PIONKE 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 Tennessee, this 15th day of October, 19 79.

Sandra Smith, Notary Public.

Commission expires 8-3-80.

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.....

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5516 PAGE 482

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
			60500.00- CO	
			40000.00- MO	
			157.30 CO TX	
			38.00 MO TX	
			.50 PRFEE	
			6.00 WDESD	
			CHECK 201.80-	
			9675A10/19/79 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

Oct 19 9 37 AM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 719738