5567 01/07 154.50- CHECK

INSTALLMENT DEED

Address New Owner: tax bills

Robert W. Earls, Jr.

and E. Anne Primm

2806 Oakland Avenue

Nashville, Tenn. 37212

Map-Parcel Numbers:

MAP 117 - 4

Parcel 255

This Instrument Prepared By:

Calvin W. Fite, Jr., Attorney
1606 Cedar Lane
Nashville, Tenn. 37212

For and in consideration of the sum of Forty-two Thousand and Five Hundred and 00/100($42,500.00) ----------Dollars, of which Twelve Thousand and 00/100($12,000.00)----------Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Thirty Thousand Five Hundred and 00/100 ($30,500.00) Dollars, Robert W. Earls, Jr. and E. Anne Primm have executed their joint promissory note of even date herewith, payable to Ramona Spurlock Fite on or before January 3, 1985. Interest at the rate of 10.25% per annum on the unpaid principal balance will be paid monthly on the first of each month, beginning on February 1, 1980. On the starting unpaid balance of $30,500.00, the monthly interest payment is $260.52 ; and to provide for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney fees, a lien is expressly retained on the real property herein conveyed, I, Ramona Spurlock Fite, have this day bargained and sold, and do hereby transfer and convey unto the said, Robert W. Earls, Jr and E. Anne Primm, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Being Lot No. 32 on the map of Belmont Terrace, as of Record in Book 421, page 101, Register's Office of Davidson County. Said lot No. 32 fronts 50 feet on the easterly side of Oakland Avenue and runs back between parallel lines 170 feet to an alley.
>
> Being the same property conveyed to Ramona Spurlock Fite by deed from David Scott Birdsong and wife, Jean March Birdsong, on September 15, 1976, of Record in Book 5068, page 955 for said county.

No accelerated payments may be made prior to January 3, 1981.

F 7091

IDENTIF. REFERENCE

JAN 7 9 39 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

TO HAVE AND TO HOLD said real estate, with the improvements, appurtenances, estate, title and interest thereto belonging to the said Robert W. Earls, Jr. and E. Anne Primm, their (successors), heirs and assigns forever. I convenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unemcumbered, except for a mortgage with Home Federal Savings and Loan, being paid in full this date by grantor.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Robert E. Earls, Jr. and E. Anne Primm, (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Robert W. Earls, Jr. and E. Anne Primm hereinafter referred to as trustors, hereby transfer and convey to William L. Small, Trustee, his successors and assigns, the real estate hereinbefore described, with the improvements, appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agree to keep all buildings and improvements now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear. Trustors accept the property and inprovements in their present condition.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversly affect the lien of this instrument or enforcement of the terms and provisions hereof; to maintain and keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs or expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 10.25 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above trustee shall be vested in said successor.

The Grantees and Trustors, Robert W. Earls, Jr. and E. Anne Primm, are purchasing this property as Joint Owners and are jointly and severally liable for all obligations they have under this purchase, joint promissory note and their installment deed.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 4TH day of JANUARY, 1980.

Robert W. Earls, Jr.

E. Anne Primm

Ramona Spurlock Fite

Calvin W. Fite, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater for this transfer is $42,500.00.

x [signature]
Affiant

Subscribed and sworn to before me,
this 4 of January, 1980.

[signature]
Notary Public

My commission expires:

4-18-82

STATE OF TENNESSEE)
Davidson County)

Personally appeared before me Nancy L Nash, a Notary Public in and for said County and State, the within named Robert W Eakes, Jr and Elaine Eakes, 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, TN, this 4 day of January, 1980.

[signature]
Notary Public

Commission expires 4-18-82

STATE OF TENNESSEE)
County of Davidson)

Personally appeared before me Nancy L Nash, a Notary Public in and for said County and State, the within named Ramona S. Fite and husband, Calvin W. Fite, Jr., 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, TN, this the 4 day of January, 1980.

[signature]
Notary Public

Commission expires 4-18-82.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5551 PAGE 804

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

42500.00- CO
30500.00- MO
110.50 CO TX
26.50 MO TX
.50 PRFEE
15.00 WDEED
CHECK 164.50-
5567A01/07/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 7091 I

IDENTIF. REFERENCE

JAN 7 9 39 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 735141