BOOK 5656 PAGE 114

This Instrument Prepared By:
Thomas C. Scott
Tune, Entrekin & White
26th Floor,
First American Center
Nashville, Tennessee 37238

INSTALLMENT DEED

Address New Owner(s) as Follows:	Send Tax Bills To:	Map Parcel Numbers
Alfred B. Robertson and wife, Eathel K. Robertson 717 Benallen Rd. Nashville, Tenn. 37216	Same	133-1-329

FOR AND IN CONSIDERATION of the sum of TWELVE THOUSAND FIVE HUNDRED and NO/100 ($12,500.00) DOLLARS, of which TWO THOUSAND and NO/100 ($2,000.00) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND FIVE HUNDRED and NO/100 ($10,500.00) DOLLARS, a note has been executed by Alfred B. Robertson and Eathel K. Robertson, said Note being of even date herewith providing for monthly payments of principal and interest in the amount of ONE HUNDRED and 07/100 ($100.07) DOLLARS each until May 1, 2001 and, further for payment of attorney's fees incurred in collection of said Note, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, J. Fred Hathcock, Jr. and Alfred Lee Hathcock have this day bargained and sold, and do hereby transfer and convey unto the said Alfred B. Robertson and wife, Eathel K. Robertson (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Lot No. 221 on the Plan of Sunrise Heights Addition of record in Book 421, Page 2, Register's Office for said County and State.

Being a portion of the same property conveyed to J. Fred Hathcock, Jr. and Alfred Lee Hathcock by deed from H. C. Fisher and wife of record in Book 260, Page 157, said Register's Office.

Grantees, Alfred B. Robertson and wife, Eathel K. Robertson assume and agree to pay all 1980 real estate taxes.

The above property is not the residence of either Grantor.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Alfred B. Robertson and wife, Eathel K. Robertson, 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 said real estate to said Alfred B. Robertson and wife, Eathel K. Robertson, 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the 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 Alfred B. Robertson and wife, Eathel K. Robertson hereinafter referred to as Trustors, hereby transfer and convey unto Ervin M. Entrekin, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured under policies in form satisfactory to the holder of the secured indebtedness and by companies satisfactory to said holder for the sum of TEN THOUSAND FIVE HUNDRED and NO/100 ($10,500.00) DOLLARS, or 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. Upon request Trustors shall deliver the original of said policies or policy to the holder of said indebtedness.

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 adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to 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

and 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 interest from the date of payment at the highest rate then permissable in the State of Tennessee, and shall be and become a part of the indebtedness secured hereby.

Now, if Trustors shall pay the secured indebtedness when due according to its terms, pay all real estate taxes when due against the property conveyed hereunder during the term of the indebtedness, maintain the property in good repair, maintain the required insurance and pay any and all 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 when due, or if, Trustors fail to pay said taxes when due, maintain the property in good repair or insured, or pay said other sums when due, as herein provided, and Trustors fail to reimburse the Trustee, or the lawful owner and holder of said indebtedness for all sums with interest, so expended by said Trustee, or the 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 named Trustee shall be vested in said successor.

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

WITNESS our hands this 8th day of August, 1980, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $ 12,500.00 .

Subscribed and sworn to before me, this the 8th day of August, 1980.

Thomas C. Jones
AFFIANT

Patty J. Welch
NOTARY PUBLIC

My Commission Expires: January 18, 1982

This is improved property, known as 221 Raymond

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Patty Welch, a Notary Public in and for said County and State, Alfred B. Robertson and Ethel L. Robertson the within named 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 8th day of August, 1980.

Patty J. Welch
NOTARY PUBLIC

My Commission Expires: January 18, 1982

G.O.2.0.5.3

IDENTIF. REFERENCE

AUG 12 2 23 PM '80

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

RECEIVED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Patty Welch, a Notary Public in and for said County and State, Alfred Lee Hathcock and J. Ford Hathcock Jr. the within named 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 8th day of August, 1980.

Patty J. Welch
NOTARY PUBLIC

My Commission Expires: January 18, 1982

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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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
		12500.00-	CO	
		10500.00-	MO	
			32.50 CO TX	
			8.50 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	50.00-
5192A08/12/80		BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

60205.3

IDENTIF. REFERENCE T

AUG 12 2 23 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 773289