81-57 31 1.50- CHECK

INSTALLMENT DEED

For and in Consideration of the sum of EIGHTY FIVE THOUSAND--------($85,000.00)

----------Dollars,

of which EIGHT THOUSAND------($8,000.00)----------Dollars,

has been paid in cash by Mesa, a partnership consisting of Michael F. Perkerson and Edward W. Singleton

the receipt of which is hereby acknowledged, and for the remainder

SEVENTY SEVEN THOUSAND------($77,000.00)----------Dollars,

the said Michael F. Perkerson and Edward W. Singleton have

this day executed their joint promissory note payable to Glynn L. Sadler and wife Mary May Sadler in the principal sum of $77,000.00 payable in 180 equal monthly installments of $924.13 the first payment to be due one month from date of deed and a similar payment of $924.13 on the same day of each successive month thereafter until the balance is paid in full; said payments include principal and interest at the rate of twelve percent per annum

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, Glynn L. Sadler and wife Mary May Sadler

have this day bargained and sold, and do hereby transfer and convey unto the said Mesa, a partnership consisting of Michael F. Perkerson and Edward W. Singleton, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: 4 tracts described as follows: TRACTI: Being Lot No. 6 on the plan of the subdivision of Lot Nos. 94,95, 114 and 115 in Barrow Grove of record in Minute Book K page 396, Chancery Court at Nashville, Tenn. Said Lot No. 6 fronts 40 feet on the westerly side of 5th Ave. So. formerly Summer Street and runs back between parallel lines 210 feet to an alley. TRACT II: Being part of Lot No. 93 on the plan of Barrow Grove of record in Book S page 279 Register's Office for said County, as follows: Beginning on the westerly margin of Fifth Ave. So. 134.2 feet south of the southerly margin of Ash Street; thence southwardly with the westerly margin of 5th Ave. So., 26.3 ft. to the northeast corner of the property conveyed to D.T.Kimbrough Sr. et al by deed of record in Book 1199,page 49, said Register's Office;thence with Kimbrough's northerly line westwardly 210 feet to the easterly margin of an alley; thence with said alley northwardly 26.3 ft.;thence eastwardly 210 ft. to the beginning. TRACT III:Being part of Lot 93 on the plan of Barrow Grove as of record in Book S page 279, said Register's Office, described as follows:Beginning at a point in the west margin of South Summer Street, now 5th Ave. So. 1.4 ft. south of the southeast corner of Lot No. 3 in Clark's Subdivision of Lot No. 92 in said Barrow Grove's Addition, running thence southwardly with said 5th Ave. So. 27.8 ft. to a point opposite the center of the division wall between the double brick dwelling situated on the premises hereby conveyed and the premises adjoining on the south; thence westwardly to and through the center of said division wall and with the division fence to and through the center of the stable,in all 210 ft. to an alley;thence with said alley,northwardly 26.3 ft. to a point 2½ ft. south of the southwest corner of said Lot 3 in Clark's Subdivision of Lot 92;thence eastwardly 110 ft. parallel with and 2½ ft. southwardly from said Lot No. 3;thence northeast 7 ft. to a point 4 ft. north of said double brick dwelling and thence continuing eastwardly to the place of beginning.

TRACT IV: Land in Davidson County, Tennessee being the east part of Lot No. 93 in the Barrow Grove Plan of Lots as of record in Book S page 319 Register's Office for said County.
Beginning in the western margin of 5th Avenue South, fornerly South Summer Street at the southeast corner of the lot conveyed to R. H. Gennett by William A. Gleaves by deed of record in Book 51, page120, said Register's Office, said point being Andrew Gennett's northeast corner and running thence northwardly with the western line of Summer Street 49 feet, more or less, to the southeast corner of that part of Lot No. 93 conveyed to Daisey Gennett Suttle by Bertha Gennett Parks and husband by deed recorded in Book 201, page 237 in said Register's Office; and running thence westwardly with the southern line of said Suttle lot to an alley, and thence southwardly with the east line of said alley 52 feet, more or less, to the southwest corner of the lot conveyed to R. H. Gennett by William A. Gleaves as aforesaid and being the northwest corner of the property owned by Andrew Gennett Estate thence eastwardly with the northern line of said Andrew Gennett property 210 feet to the beginning corner.

Being the same property conveyed to Glynn L. Sadler and wife, Mary May Sadler by deed from Beth Carol Moses Trustee of record in Book 4963, page 869, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mesa, a partnership consisting of Michael F. Perkerson and Edward W. Singleton, 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. except current taxes, which are assumed.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said Michael F. Perkerson and Edward W. Singleton, 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 Michael F. Perkerson and Edward W. Singleton do hereby transfer and convey unto Beth Carol Moses, 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 Michael F. Perkerson and Edward W. Singleton 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 $ 30,000.00 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.

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 Michael F. Perkerson and Edward W. Singleton 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 trust 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 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 Michael F. Perkerson & Edward W. Singleton 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 Beth Carpl Moses, 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 Glynn L. Sadler and wife Mary May Sadler and Michael F.Perkerson and Edward W. Singleton hereunto set our hands at Nashville, Tennessee, this the 26th day of January 1981

X Mary May Sadler
Glynn L. Sadler
Edward W. Singleton
Michael Perkerson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Glynn L. Sadler and Mary May Sadler and Michael F. Perkerson and Edward W. Sigleton

the bargainor S, 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 26th day of January, 1981

Commission Expires Jan 22, 1984, 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

Before me, ...

BOOK 5704 PAGE 212

County aforesaid, personally appeared ....., a Notary Public of the State and

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.....

Commission expires .....

..... Notary Public.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
GLYNN L. SADLER ET UX

TO
MESA, A PARTNERSHIP CONSISTING OF Michael F. Perkerson and Edward W. Singleton

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

Mesa
P.O. Box 141
Whitehouse, Tn. 37188

G 26904

IDENTIF. REFERENCE

JAN 27 12 33 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mesa (NAME)	Same as New Owner (NAME)	93-14
P. O. Box 141 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 498 &499
Whitehouse, Tenn. 37188 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Carole Chitwood Atty.
934 Stahlman Bldg.
Nashville, Tenn. 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 85,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF JAN 1981

Notary Public

MY COMMISSION EXPIRES: 12-2-1984

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5704 PAGE 213

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
			85000.00- CO	
			77000.00- MO	
			221.00 CO TX	
			75.00 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 311.50-	
6783A01/27/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G26904

T
IDENTIF. REFERENCE

JAN 27 12 33 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 803794