INSTALLMENT DEED

For and in Consideration of the sum of $61,600.00

Sixty One Thousand Six Hundred and 00/100 ($61,600.00) Dollars,

of which Twenty Thousand and 00/100 ($20,000.00) Dollars,

has been paid in cash by Dennis H. Roberson and wife, Kathleen L. Roberson

the receipt of which is hereby acknowledged, and for the remainder of $41,600.00

Forty One Thousand Six Hundred and 00/100 ($41,600.00) Dollars,

the said Dennis H. Roberson and wife, Kathleen L. Roberson have executed an Installment Deed Note of even date herewith in the principal sum of Forty One Thousand Six Hundred and 00/100 ($41,600.00) Dollars payable to Dolly T. Keene, et vir, J. B. Keene in installments as follows: Beginning on the 1st day of August, 1981 the sum of Four Hundred Fifty Three and 37/100 ($453.37) Dollars and thereafter a like sum on the 1st day of each succeeding month until the 1st day of January, 1982 at which time a payment being due in the amount of Ten Thousand Four Hundred Fifty Three and 73/100 ($10,453.73) Dollars plus interest on $10,000.00 at the rate of 12% per annum from the date of the Installment Deed Note until January 1, 1982, and thereafter on the 1st day of each succeeding month the sum of $453.73 until the amount of both principal and interest are paid in full. The monthly installments of $453.73 include interest at the rate of 12% per annum

all of said notes bearing ~~xx~~ Twelve 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, We, Dolly T. Keene (formerly Dolly Mai Talley Williams) and husband J. B. Keene have this day bargained and sold, and do hereby transfer and convey unto the said Dennis H. Roberson and wife, Kathleen L. Roberson, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A small tract of land in the 10th, formerly the 22nd Civil District of Davidson County, Tennessee, being part of the Lot No. 5 on the Division of the Thomas J. Shaw Lands, as of record in Minute Book Q, page 470, County Court for said County and described from a survey made by J. E. Maddux, September 11, 1954, as follows:

Beginning at a point in the southerly margin of Brick Church Pike at the northwest corner of the property conveyed to E. C. Vinson and wife, Mary Y. Vinson, by deed from Walter Hines Collins and wife, of record in Book 2333, page 342, Register's Office for said County; thence along Vinson's line, south 38 degrees west 386.1 feet to an iron pin; continuing with his line, north 69 degrees west 142 feet to an iron pin; thence leaving his property north 1-1/2 degrees east 539 feet to an iron pin in the southerly margin of Brick Church Pike; thence with said pike, south 52 degrees east 429.7 feet to the beginning, contianing 2.18 acres.

Being the same property conveyed to Dolly Mai Talley Williams (now Dolly T. Keene) and husband, William Houston Williams, by deed from LeRoy Richards and wife, Helen Dolores Richards, of record in Book 3940, Page 663, Register's Office for Davidson County, Tennessee, the said William Houston Williams having conveyed all of his right, title and interest in said property to the said Dolly Mai Talley Williams by quitclaim deed of record in Book 4757, page 650, Register's Office for Davidson County, Tennessee, the said William Houston Williams having since died.

This is unimproved ( ) improved (X) property, know as 4146 Brick Church Pike, Nashville, Tn. 37207
(House Number) (Street) P. O. Address. (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dennis H. Roberson and wife, Kathleen L. Roberson, 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said Dennis H. Roberson and wife, Kathleen L. Roberson, 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 Dennis H. Roberson and wife, Kathleen L. Roberson

do hereby transfer and convey unto Marie Butterworth, 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 Dennis H. Roberson, et ux, Kathleen L. Roberson

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 $ 41,600.00 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 if 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. The indebtedness secured by a lien in this instrument cannot be assumed without the prior approval in writing of the mortagees.

Now, if we, the said Dennis H. Roberson et ux, Kathleen L. Roberson 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; if 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 Dennis H. Roberson et ux Kathleen L. Roberson 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 Marie Butterworth, 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 Dolly T. Keene et vir, J. B. Keene and Dennis H. Roberson et ux, Kathleen L. Roberson hereunto set our hands at Nashville, Tennessee, this the 2nd day of July 19 81

Dolly T. Keene

J. B. Keene

Dennis H. Roberson

Kathleen L. Roberson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Dolly T. Keene and husband, J.B. Keene and Dennis H. Roberson and wife, Kathleen L. Roberson

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 2nd day of July, 19 82

Paul G. Blankenship, Notary Public

Commission Expires July 21, 1984

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 5765 PAGE 931

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

, Notary Public.

Commission expires .

(over for additional acknowledgements)

G.4.9301

IDENTIF. REFERENCE

Jul 6 11 14 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dennis H. Roberson et ux (NAME)	Dennis H. Roberson (NAME)	Map 41
4146 Brick Church Pike (STREET ADDRESS OR ROUTE NUMBER)	4146 Brick Church Pike (STREET ADDRESS)	Parcel 31
Nashville, Tn. 37207 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37207 (CITY) (STATE) (ZIP)	10D 00030

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
3311 Gallatin Road
Nashville, Tenn. 37216

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 61,600.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF July, 19 81

Notary Public

MY COMMISSION EXPIRES 7/11/84

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5765 PAGE 932

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
			61600.00- CO	
			41000.00- MO	
			160.16 CO TX	
			39.60 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 213.26-	
4982A07/06/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G49301

IDENTIF. REFERENCE

JUL 6 11 14 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 830937