INSTALLMENT DEED

For and in Consideration of the sum of NINETEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($19,750.00) Dollars,

of which SIX THOUSAND FIVE HUNDRED EIGHTY-THREE AND 36/100 ($6,583.36) Dollars,

has been paid in cash by the Grantee, hereinafter named

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

THIRTEEN THOUSAND ONE HUNDRED SIXTY-SIX AND 64/100 ($13,166.64) Dollars,

the said Grantee has this day executed his promissory notes which total $13,166.64 but are payable and described as follows: one promissory note of even date in the original principal sum of $6,583.32 and payable to the order of Shirley Anne Horner, a 1/2 undivided interest and Lucy Barnes Pentecost, a 1/2 undivided interest, and executed by the Grantee and given as part of the purchase money on the herein described property. Said note is payable in 12 consecutive quarterly installments of $548.61 each, plus interest being at the rate of 12 3/4% per annum on the unpaid principal sum. The first payment falling due on the 30th day of December, 1981 and thereafter said consecutive quarterly installment payments shall continue quarterly on the 30th day of March, June, September and December of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

One promissory note of even date in the original principal sum of $6,583.32 and payable and described as follows: ** (see Attachment "A")

all of said notes bearing 12 3/4% 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 Shirley Anne Horner, a 5/16 undivided interest, Bobby Jean Wall, on the land herein conveyed, ~~a 1/16 undivided interest, Frances Marie Youngblood, a 1/16~~ undivided interest, Sharon Elaine Sanders (now Slaughter), a 1/16 undivided interest and ~~Lucy Barnes (now Pentecost), an 8/16 undivided interest.~~

have this day bargained and sold, and do hereby transfer and convey unto the said R. L. Eatherly, Trustee with full power to sell, mortgage or otherwise convey without the joinder or disclosure of any beneficiary, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SOUTHERLY HALF: Land in Davidson County, Tennessee, being the southerly half of Lots Nos. 15 and 17 on the Plan of White and Rucker's Subdivision of Lot No. 9 of the W. B. Lewis Property, as of record in Book 57, Page 129, Register's Office for said County, described as follows:

Beginning at the northeast corner of Heathcote and Pohlman Avenues, being the southwest corner of said Lot No. 15; thence with the easterly margin of Pohlman Avenue northerly 72.5 feet; thence easterly parallel with Heathcote Avenue 100 feet to the line between Lots Nos. 17 and 19; thence with said line southerly 72.5 feet to the northerly margin of Heathcote Avenue; thence with the northerly margin of said Avenue, westerly 100 feet to the beginning.

Being the same property conveyed as follows: A 1/2 undivided interest in Shirley Anne Horner, as devisee under the Will of Robert Ernest Barnes, deceased, of record in Will Book T, Page 107, County Court Clerk's Office for Wilson County, Tennessee. A 1/2 undivided interest in Lucy Barnes, by deed from John Barnes and wife, Georgia Barnes, of record in Book 967, Page 489, Register's Office for Davidson County, Tennessee and by divorce decree, a copy of which is of record in Book 4809, Page 940, RODC, TN.

NORTHERLY HALF: Land in Davidson County, Tennessee, being the northerly half of Lots Nos. 15 and 17 on the Plan of White and Rucker's Subdivision of Lot No. 9 of the W. B. Lewis Property as of record in Book 57, Page 129, Register's Office for said County.

Said part of Lots Nos. 15 and 17 fronts 72 1/2 feet on the easterly side of Pohlman Avenue and runs back between parallel lines, with the southerly margin of an alley, 100 feet to a dead line. * (see back page)

(Polman Avenue is now called Fesslers Lane)

This is improved ( ) unimproved (XX) property, known as 218 (House Number) Fesslers Lane (Street), Nashville (P. O. Address: City or Town), Tennessee (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEE, his successors and assigns forever we covenant that we 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said GRANTEE his successors 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 me in hand paid, I, the said GRANTEE

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.

I, the said GRANTEE

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 interst may appear.

I 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 I 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 I, the said GRANTEE 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 I 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 I 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. I 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. I 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 THE BORROWERS 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 Tom G. Coleman, Jr., 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 GRANTORS AND GRANTEE ~~and~~

hereunto set our hands at Nashville, Tennessee, this the 30th day of September 1981

Bobbie Jean O'Neil

Lucy Rhinehart Pemberton

Sharon Elaine Sanders Slaughter

R. L. Eatherly, Trustee

Shirley Anne Horner

Frances Marie Youngblood

STATE OF TENNESSEE
~~Davidson~~ Williamson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SHIRLEY ANNE HORNER, FRANCES MARIE YOUNGBLOOD AND R. L. EATHERLY Trustee

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 Brentwood Tennessee, this 30th day of September, 1981

Commission Expires 10/21/84

Linda Woods, Notary Public.

STATE OF TEXAS
Dallas County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SHARON ELAINE SANDERS SLAUGHTER

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Richardson, Texas this 14th day of September, 1981

Commission Expires 4-85

Sandy Corcoran, Notary Public.

being the same property conveyed as follows: A 1/2 undivided interest in Shirley Anne Horner, Bobby Jean Wall, Frances Marie Youngblood and Sharon Elaine Sanders, as devisees under the Will of Robert Ernest Barnes, deceased, of record in Will Book T, Page 107, County Court Clerk's Office for Wilson County, Tennessee. A 1/2 undivided interest in Lucy Barnes, by deed from Sallie B. Berry and husband, Newton Berry, Elsie Johnson, Emmett Berry and Elmer Berry of record in Book 1273, Page 206,Register's Office for Davidson County, Tennessee.

BOOK 5802 PAGE 309

INCLUDED in the above description, BUT EXPRESSLY EXCLUDED THEREFROM is that portion of the property conveyed to Metropolitan Government of Nashville & Davidson County, Tennessee, by deed from R. E. Barnes and wife, Lucy Barnes, of record in Book 3946, Page 761, Register's Office for Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being a part of Lot No. 15 on the Plan of White and Rucker's Subdivision of part of Lot 9 of Lewis Plan, of record in Book 57, Page 129, Register's Office for said County.

Beginning at the Northeast corner of Heathcote Avenue and Fessler's Lane; thence northerly along the present east margin of Fessler's Lane 145.2 feet to a point in the South margin of the first alley North of Heathcote Avenue; thence easterly 6.54 feet along said margin of said alley to a point in the new relocated East margin of Fessler's Lane; thence southerly 145.33 feet along the new relocated East margin Fessler's Lane to a point in the North margin of Heathcote Avenue; thence westerly 6.06 feet along the North margin of Heathcote Avenue to the point of beginning and containing 883 square feet, more or less.

This instrument is made subject to all applicable local government planning, building and zoning regulations.

INSTALLMENT DEED

FROM
SHIRLEY ANNE HORNER, ETAL

TO
R. L. EATHERLY, TRUSTEE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. L. EATHERLY, TRUSTEE (NAME)	New Owner (NAME)	Map 94-13
1000 Lebanon Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 61
Nashville, TN 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	2DA-62220

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
9000 East Church St.
Brentwood, TN 37027

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Williamson }

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

$19,750.00 B. J. Matlock
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF September 19 84

Linda Worden
Notary Public

MY COMMISSION EXPIRES: 10/21/84

(AFFIX SEAL)

**ATTACHMENT "A"

BOOK 5802 PAGE 310

Shirley Anne Horner, a 1/8 undivided interest, Bobby Jean Wall, a 1/8 undivided interest, Frances Marie Youngblood, a 1/8 undivided interest, Sharon Elaine Sanders Slaughter, a 1/8 undivided interest, Lucy Barnes Pentecost, a 4/8 undivided interest, and executed by the Grantee and given as part of the purchase money on the herein described property. Said note is payable in 12 consecutive quarterly installments of $548.61 each, plus interest being at the rate of 12 3/4% per annum on the unpaid principal sum. The first payment falling due on the 30th day of December, 1981 and thereafter said consecutive quarterly installment payments shall continue quarterly on the 30th day of March, June, September and December of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

In the event of foreclosure, pay-off or payments received the money will be divided as shown in the two notes and paid to each holders account.

662302

IDENTIFICATION REFERENCE

OCT 2 8 26 AM '81

FEE $ ... REGISTER DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE)
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BOBBY JEAN WALL, 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 Brentwood Tennessee, this 30th day of September, 1981.

Linda Wade
NOTARY PUBLIC

My commission expires: 10/21/84

STATE OF TENNESSEE)
COUNTY OF Wilson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lucy Barnes Pentecost, 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 Mt. Juliet Tennessee, this 30th day of September, 1981.

Tom D. Gleaves
NOTARY PUBLIC

My commission expires: July 21, 1984.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5802 PAGE 311

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
			19750.00- CO	
			1316[illegible]4- MO	
			51.22 CO TX	
			11.20 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	77.92-
0934A10/02/81			36L	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G62302

[illegible] REFERENCE

OCT 2 8 26 AM '81

[illegible] REGISTER
DAVIDSON COUNTY, TENN.

No. 846316