This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
26th Floor, First American Center
Nashville, Tennessee 37238

BOOK 5817 PAGE 286

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
James W. Hearn and Walter E. Hearn 908 Twin Elms Court Nashville, Tennessee 37210	James W. Hearn and Walter E. Hearn 908 Twin Elms Court Nashville, Tennessee 37210	106-2-52

FOR AND IN CONSIDERATION of the sum of THIRTY SEVEN THOUSAND TWO HUNDRED FORTY and NO/100 DOLLARS ($37,240.00), of which TEN THOUSAND and NO/100 DOLLARS ($10,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of TWENTY SEVEN THOUSAND TWO HUNDRED FORTY and NO/100 DOLLARS ($27,240.00), an Installment Deed Note (the "Note") has been executed by JAMES W. HEARN and WALTER E. HEARN, said Note being of even date herewith, with interest at the rate of thirteen percent (13%) being due and payable six (6) months from date, and providing for payment of attorneys' fees incurred in collection of said Note, and to secure the payment of said indebtedness, principal, interest, and attorneys' fees, a lien is expressly retained on the land herein conveyed, THOMAS C. SCOTT, TRUSTEE has this day bargained and sold, and does hereby transfer and convey unto the said JAMES W. HEARN and WALTER E. HEARN, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 1 on the Plan of Elm Hill Business Center, Section 6, of record in Book 5190, Page 98, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

Beginning at an iron pin located in the northern margin of Elm Hill Pike, said pin being 123.14 feet northwest of the intersection of the center line of Twin Elms Court with the northern right-of-way margin of Elm Hill Pike; thence, north 51 degrees 52 minutes west, 191.99 feet to an iron pin; thence, north 78 degrees 32 minutes 54 seconds east, 240.10 feet to an iron pin in the western right-of-way margin of Twin Elms Court; thence, with the chord of a curve having a radius of 560.00 feet, an interior angle of 15 degrees 49 minutes 18 seconds, a length of 154.63 feet, south 03 degrees 26 minutes 26 seconds east, 154.15 feet to a concrete monument, the beginning of a curve; thence, with the chord of a curve having a radius of 20.81 feet, an interior angle of 91 degrees 03 minutes 54 seconds, a length of 33.08 feet, south 49 degrees 54 minutes 11 seconds west, 29.70 feet to a concrete monument in the northern right-of-way margin of Elm Hill Pike; thence, with said margin of Elm Hill Pike, north 84 degrees 33 minutes 54 seconds west, 71.40 feet to the point of beginning, containing 26,268.00 square feet.

Being the same property conveyed to Thomas C. Scott, Trustee, with full power to transfer, convey, mortgage, and otherwise encumber without the joinder or consent of any beneficiary, by quitclaim deed from Steven C. Cavnar, Trustee, of record in Book 5807, Page 604, Register's Office for Davidson County, Tennessee.

This conveyance is subject to:

1. Restrictive covenants contained in instrument of record in Booko 5203, Page 261, said Register's Office.

2. By-laws of Elm Hill Business Center Property Owners Association, Inc., of record in Book 5203, Page 261, said Register's Office.

3. Setback lines, easements and limitations as shown on the Plan of record in Book 5190, Page 98, said Register's Office.

4. That portion of the premises embraced within the boundary of any roadway or right-of-way for same.

7263

5. Taxes for 1981 which have been prorated and are assumed by the Grantee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JAMES W. HEARN and WALTER E. HEARN, their heirs and assigns forever, THOMAS C. SCOTT, TRUSTEE covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except as shown above. THOMAS C. SCOTT, TRUSTEE further covenants and binds his heirs and assigns to warrant and forever defend the title to said real estate to said JAMES W. HEARN and WALTER E. HEARN, 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 ($1.00) paid in cash, receipt of which is acknowledged, the said JAMES W. HEARN and WALTER E. HEARN ("Trustors") and the wife of said WALTER E. HEARN, NORMA L. HEARN, hereby transfer and convey unto John N. Popham, IV, 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 TWENTY SEVEN THOUSAND TWO HUNDRED FORTY and NO/100 DOLLARS ($27,240.00), 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, 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 permissible in the State of Tennessee, and shall be and become a part of the indebtedness secured hereby. Provided however, Trustors shall not be required to pay any taxes, assessments or liens upon the property if Trustors are contesting the same by proper legal proceedings diligently pursued and further provided that at such time as Trustors have exhausted all legal or administrative remedies, Trustors shall pay such taxes, assessments or liens.

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, or 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 to perform Trustors' covenants in the event of Trustors' default, within thirty (30) 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 4th day of November, 1981.

Thomas C. Scott, Trustee
THOMAS C. SCOTT, TRUSTEE

James W. Hearn
JAMES W. HEARN

Walter E. Hearn
WALTER E. HEARN

Norma L. Hearn
NORMA L. HEARN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Rusty Investments Inc ($ 37,240.00).
Affirmed Party

Subscribed and sworn to before me, this the 4th day of November, 1981.

Thomas C. Scott
AFFIANT

Notary Public
NOTARY PUBLIC

My commission expires: July 31, 1984

This is property known as Lot No. 1, Section 6, Elm Hill Business Center, Nashville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Thomas C. Scott, Trustee, the within bargainor, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 4th day of November, 1981.

Juanita V. Thomason
NOTARY PUBLIC

My commission expires: July 21, 1984

JUANITA V. THOMASON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared James W. Hearn, the within bargainor, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 4th day of November, 1981.

Edith M. Cole
NOTARY PUBLIC

My commission expires: October 21, 1984

EDITH M. COLE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Walter E. Hearn and wife, Norma L. Hearn, the within bargainors, with whom I am personally acquainted, who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 4th day of November, 1981.

Edith M. Cole
NOTARY PUBLIC

My commission expires: October 21, 1984

EDITH M. COLE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

G67471

IDENTIFICATION REFERENCE

Nov 9 3 27 PM '81

FILED FOR RECORD REGISTER DAVIDSON COUNTY, TENN.

RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5817 PAGE 290

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
			37240.00- CO	
			27240.00- MO	
			96.72 CO TX	
			25.20 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 134.42-	
7263A	11/09/81		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 7 4 7. I.

IDENTIF. REFERENCE

Nov 9 3 27 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 852408