Map 80-8
Par 1-389

INSTALLMENT DEED

BOOK 5834 PAGE 638

For and in Consideration of the sum of Two Hundred and Five Thousand ($205,000.00) Dollars,

of which $ 23,500.00 Dollars,

has been paid in cash by Milton E. Hornbuckle and wife, Henrietta S. Hornbuckle

the receipt of which is hereby acknowledged, and for the remainder One Hundred Eighty-One Thousand Five Hundred ($181,500.00) Dollars,

the said Milton E. Hornbuckle and wife, Henrietta S. Hornbuckle have

executed their notes, the first being in the amount of $33,000.00, payable on June 24, 1981, and the second being in the amount of $148,500.00 payable over a period of ten (10) years, bearing simple interest at the rate of nine (9%) percent per annum, principal and accumulated interest payable in semi-annual installments of $________ on each December 31st and June 30th following the execution of the note until paid in full,

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,

HORNBUCKLE PLUMBING COMPANY, NEW INSTALLATIONS

has this day bargained and sold, and do hereby transfer and convey unto the said MILTON E. HORNBUCKLE and wife, HENRIETTA S. HORNBUCKLE, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being three (3) contiguous tracts of land located in Davidson County, Tennessee, acquired by Hornbuckle Plumbing Company, New Installations, Inc., under three deeds as follows:

TRACT NO. 1:

"Being Lot No. 13 on the Plan of Hyde Park Subdivision, Section I, of record in Plan Book 2900, page 147, Register's Office for Davidson County, Tennessee.

"Said Lot No. 13 being situated in the 13th Civil District of Davidson County and fronts 100 feet on Hydes Ferry Pike and runs back between parallel lines, bisecting said pike at right angles, a distance of 400 feet on each side to a dead line measuring 100 feet across the back."

Being the same property last conveyed to Hornbuckle Plumbing Company, New Installations, by deed from Lance David Hornbuckle and wife, Jean Hornbuckle, of record in Book 5578, page 301, Register's Office for Davidson County, Tennessee.

(continued on next page)

This is unimproved ( ) improved (X) property, known as 3005 Old Hydes Ferry Road - Nashville, TN 37218
(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 MILTON E. HORNBUCKLE and HENRIETTA S. HORNBUCKLE, their heirs and assigns forever. It covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenant and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said MILTON E. HORNBUCKLE and wife, HENRIETTA S. HORNBUCKLE, 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 MILTON E. HORNBUCKLE and wife, HENRIETTA S. HORNBUCKLE do hereby transfer and convey unto ROY A. MILES, 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.

We, the said MILTON E. HORNBUCKLE and wife, HENRIETTA S. HORNBUCKLE 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 $ 150,000.00 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 Milton E. Hornbuckle and Henrietta S. Hornbuckle 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 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 Milton E. Hornbuckle and wife, our representatives or assigns.

TRACT NO. 2:

"Beginning at a point, said point being the common corner of Lots 13 and 14 in Hyde Park Subdivision Section 1 as of record in Book 2900, page 147, in the Register's Office for Davidson County, Tennessee, thence in a straight line continuing the common line between said Lots 13 and 14 in a southwesterly direction a distance of 156 feet more or less to a point, said point being in the westerly boundary line of the property conveyed to H. H. Chitwood, Trustee, by deed from Evelyn Stephens Clark, et al of record in Book 3178, page 489, said Register's Office; thence in a northwesterly direction with said westerly boundary line 200.0 feet to a point; thence in a northwesterly direction 156 feet more or less to a concrete monument, said concrete monument marking the common rear corner of Lots 11 and 12 in said subdivision; thence in a southeasterly direction with the rear lines of Lots 12 and 13, 200.0 feet to the point of beginning."

Being the same property last conveyed to Hornbuckle Plumbing Company, New Installations, by deed from L. D. Hornbuckle and wife, Jean Hornbuckle, of record in Book 5578, page 304, Register's Office for Davidson County, Tennessee.

TRACT NO. 3:

"BEGINNING at an iron pin at the Southerly most corner of Lot 19 on the Plan of Hyde Park, Section 1, Book 2900, page 147, Register's Office for Davidson County, Tennessee, said iron pin being on the westerly 25 foot margin of Old Hydes Ferry Pike and the northerly 50 foot margin of the Tennessee Central Railroad; thence with the Northerly margin of the Tennessee Central Railroad, North 76 degrees 18 minutes West a distance of 78.16 feet to a concrete monument; thence in a westerly direction with a 1948 foot radius curve to the left, a distance of 662.98 feet to an iron pin; thence South 84 degrees 12 feet west a distance of 303.80 feet to an iron pin; thence in a westerly direction with a 1860 foot radius curve to the right a distance of 407.41 feet to an iron pin; thence leaving the margin of said Tennessee Central Railroad, North 58 degrees 15 minutes East, a distance of 1208.14 feet to an iron pin on the westerly 25 foot margin of Old Hydes Ferry Pike and the common corner of Lots 13 and 14 of Hyde Park, Book 2900, page 147, Register's Office for Davidson County; thence with the said margin of Old Hydes Ferry Pike, South 31 degrees 45 minutes East a distance of 790.3 feet to the POINT OF BEGINNING, and containing 10.05 acres, more or less, in accordance with a survey by Turner Engineering Company, Inc. dated January 20, 1964."

Being the same property last conveyed to Hornbuckle Plumbing Company, New Installations, Inc., by deed from Union Oil Company of California, of record in Book 5322, page 186, Register's Office for Davidson County, Tennessee.

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 Roy A. Miles, 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 HORNBUCKLE PLUMBING COMPANY, NEW INSTALLATIONS and MILTON E. HORNBUCKLE AND wife, HENRIETTA S. HORNBUCKLE have hereunto set our hands at Nashville, Tennessee, this the 10 day of JUNE 19 81

E Ginie Midgett

Milton E Hornbuckle

R Henrietta S. Hornbuckle

BOOK 5834 PAGE 641

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Tamara Rate, a Notary Public in and for said County and State, the within named M. E. HORNBUCKLE and wife, HENRIETTA S. HORNBUCKLE

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 10th day of June, 19 81

Commission Expires April 10th 1983 Tamara Rate, 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 }

BOOK 5834 PAGE 642

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ERNIE MIDGETT, with whom I personally acquainted, and who, upon oath, acknowledged him self to be Secretary-Treasurer of the Hornbuckle Plumbing Company, New Installations, the within named bargainor, a corporation, and that he as such Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Secretary-Treasurer.

Witness my hand and seal, at office in Nashville, Tennessee, this 10th day of June, 19 81

Louise Raley
Notary Public.

Commission expires April 17th 1983.

(over for additional acknowledgements)

G 73401

IDENT. REFERENCE

DEC 29 9 55 AM '81

FILED IN REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

HORNBUCKLE PLUMBING COMPANY,

NEW INSTALLATIONS

TO

MILTON E. HORNBUCKLE and wife,
HENRIETTA S. HORNBUCKLE

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TORLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M.E. Hornbuckle, et ux (NAME)	Same (NAME)	Map 80-8
929 Harriswood Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 1-3 & 9 Jd
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

ROY A. MILES, JR.
Attorney at Law
13th Floor,
Nashville City Bank & Trust Bldg
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 205,000.00 Milton E. Hornbuckle
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF June, 1981

Louise Raley
Notary Public

MY COMMISSION EXPIRES: April 17, 1983

(AFFIX SEAL)

4678 12/29 728.00 CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5834 PAGE 643

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
			205000.00-	CO
			181500.00-	MO
			533.00	CO TX
			179.50	MO TX
			.50	PRFEE
			15.00	WDEED
			CHECK	728.00-
4870A	12/29/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G73401

IDENTIF. REFERENCE

DEC 29 9 56 AM '81

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 859711