BOOK 5849 PAGE 535

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

FRITZ L. GERLACH AND WIFE,

NANCILYNN GERLACH

TO

ROGER K. OAKES AND WIFE,

MERLE W. OAKES

For draftsman's use

Prepared By:

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

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ROGER K. OAKES, ETUX (NAME)	Metropolitan Federal Savings & Loan (NAME)	Map 131-9
5112 Hillsboro Rd. (STREET ADDRESS OR ROUTE NUMBER)	230 Fourth Avenue North (STREET ADDRESS)	Par 23
Nashville, TN (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	FH-10625

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

FEB 5 1 42 PM '82

FELIX Z. MILLSON II REGISTER
DAVIDSON COUNTY, TENN.

G78879

HSind

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

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

$185,000.00 John R. McMillen
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF February 1982.

Linda Cisneros
Notary Public

MY COMMISSION EXPIRES: 10/21/84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ~~ONE HUNDRED EIGHTY-FIVE THOUSAND AND NO/100~~ ($185,000.00) DOLLARS

of which $ 85,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees assume the remaining unpaid principal balance of $49,229.36 of record in Book 4639, Page 742, said Register's Office, and for the remainder the said Grantees execute their promissory note of even date herewith in the original principal sum of $50,770.64, payable to the order of Grantors and executed by the Grantees and given as part of the pruchase money on the herein described property. Said note is payable in 59 consecutive monthly installments of $576.90 each, including interest being at the rate of 12 1/2% per annum on the unpaid principal sum and a 60th and final installment becoming due and payable on the 5th day of March, 1987 in the amount of the then unpaid principal sum plus any accrued interest. The first payment falling due on the 5th day of March, 1982 and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum. *

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

FRITZ L. GERLACH AND WIFE, NANCILYNN GERLACH

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

ROGER K. OAKES AND WIFE, MERLE W. OAKES

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Seven Hills, Section III, as of record in Book 2663, Page 89, Register's Office for said County.

Said Lot is a triangular in shape and fronts 344.9 feet on the easterly side of Hillsboro Road and runs back between lines, 760.4 feet on the northerly line and 834.9 feet on the southerly line to a point at a concrete monument in the rear.

Being the same property conveyed to Fritz L. Gerlach and wife, Nancilynn Gerlach by deed from Perry F. Harris and wife, Gloria P. Harris, of record in Book 5305, Page 636, Register's Office for Davidson County, Tennessee.

This instrument is made subject to Restrictive covenants of record in Book 2881, Page 552, said Register's Office, the Plan of record in Book 2663, Page 89, said Register's Office, Easement of record in Book 4405, Page 734, said Register's Office, instrument of record in Book 4535, Page 147, RODC, TN and to all applicable local government planning, building & zoning regulations

In the event any monthly installment is not paid by the 15th day of the month it is due, then a penalth of 4% of the monthly installment will attach and become immediately due and payable together with the unpaid monthly installment then due. Further conveyance of the herein described real estate will give the holders of the herein-secured indebtedness the option of approving any purchasers or demanding payment in full in the event the purchasers are not (see back page)

This is improved ( ) unimproved (XX) property, known as 5112 Hillsboro Road, Nashville, Tennessee (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

The Contract survives the closing.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein 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. We, the said grantees 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 interest 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 grantees, 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 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 advise 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 grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantees, have hereunto set our hands this the 5th day of February 19 82.

Fritz L Gerlach — Roger K. Oakes

Nancilynn Gerlach — Merle W. Oakes

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

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named FRITZ L. GERLACH AND WIFE, NANCILYNN GERLACH AND ROGER K. OAKES AND WIFE, MERLE W. OAKES 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 5th day of February, 19 82.

Lynda Wade, Notary Public.

Commission expires 10/21/84

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

*approved, but such approval will not be unreasonably withheld. Approval by Metropolitan Federal Savings & Loan Assn. or whomever the first mortgage holder is would be considered reasonable approval.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5849 PAGE 537

RECEIVED OF _____

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
			165000.00-	CO
			5077D.64-	MO
			461.00	CO TX
			46.30	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	536.30-
			1507A02/05/62 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 78879

IDENTIF. REFERENCE

FEB 5 1 42 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 866089