INSTALLMENT DEED

For and in Consideration of the sum of SEVENTY-THREE THOUSAND FIVE HUNDRED AND NO/100 ($73,500.00) Dollars,

of which NONE $ Dollars,

has been paid in cash by THE GRANTEE

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

SEVENTY-THREE THOUSAND FIVE HUNDRED AND NO/100 ($73,500.00) Dollars,

the said GRANTEE has this day executed his one promissory note of even date herewith in the original principal sum of $73,500.00, payable to the order of Grantor and executed by the Grantee and given as the purchase money on the herein described property. Said note is payable as follows:

1. April 1, 1982, $1,000.00 principal payment, without interest
2. May 1, 1982, $600.00 principal payment, without interest
3. June 1, 1982, $600.00 principal payment, without interest
4. July 1, 1982, $5,000.00 principal payment, without interest
5. August 1, 1982, $600.00 principal payment, without interest
6. September 1, 1982, $600.00 principal payment, without interest
7. October 1, 1982, $600 00 principal payment, without interest
8. November 1, 1982, $600.00 principal payment, without interest
9. December 1, 1982, $5,000.00 principal payment, without interest
10. January 1, 1983, $600.00 principal payment, without interest
11. February 1, 1983, $600.00 principal payment, without interest *See back page

all of said notes bearing 12 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, RACHEL ELIZABETH DYER, THE GRANTOR

have this day bargained and sold, and do hereby transfer and convey unto the said PHILLIP G. HARGETT, THE GRANTEE, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 14 of block "D" on the plan of Berry Hill Gardens Subdivision, as of record in Book 1130, Page 36, Register's Office for said County.

Said Lot No. 14 fronts 75 feet on the easterly side of Bransford Avenue and runs back between parallel lines 131.8 feet to a dead line.

Being the same property conveyed to Cecil Rhea Dyer and wife, Rachel Elizabeth Dyer by deed from Julian Hooper and wife, Mary McNabb Hooper of record in Book 1974, Page 351, Register's Office for Davidson County, Tennessee. The said Cecil Rhea Dyer having since deceased on April 26, 1980 and Rachel Elizabeth Dyer having acquired title as surviving tenant by the entirety.

Kelly L. Hargett, the spouse of Phillip G. Hargett joins in this conveyance for the purpose of conveying any marital rights she may have.

Patti Brice
My Commission Expires 3/17/86

This is improved (xx) unimproved ( ) property, known as 2806 Bransford Avenue, Nashville, TN
(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 GRANTEE heirs and assigns forever. I covenant that I lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said GRANTEE his 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 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; 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 borrower 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 GRANTOR and GRANTEE hereunto set our hands at Brentwood, Tennessee, this the 30th day of March 19 82

Phillip G. Hargett

Polly D. Hargett

Rachel E. Dyer

Pattie McBee
Commission Expires 3/17/86

seal

STATE OF TENNESSEE
Williamson
~~Davidson~~ County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named RACHEL ELIZABETH DYER, A WIDOW and PHILLIP G. HARGETT

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 March, 19 82

Notary Public.

Commission Expires 12/21/84

STATE OF Tenn.
Coffee County.

Personally appeared before me, Pattie McBee, a Notary Public in and for said County and State, the within named Polly D. Hargett

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 Manchester, Tenn. this 30th day of March, 19 82

Pattie McBee, Notary Public.

Commission Expires 3/17/86

seal

12. March 1, 1983, $600.00 principal payment, without interest
13.April 1, 1983, $600.00 principal payment, without interest
14. May 1, 1983, $600.00 principal payment, without interest
15. June 1, 1983, $5,000.00 principal payment, without interest
16. July 1, 1983, $600.00 principal payment, without interest
17. August 1, 1983, $600.00 principal payment, without interest
18. September 1, 1983, $600.00 principal payment, without interest
19. October 1, 1983, $600 00 principal payment, without interest
20. November 1, 1983, $600.00 principal payment, without interest
21. December 1, 1983, $5,000.00 principal payment, without interest

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And then the remaining unpaid principal sum will be paid in consecutive monthly installments of $472.38 each, including both principal and interest, interest being at the rate of 12% per annum on the unpaid principal sum, beginning January 1, 1984 and continuing on the 1st day of each consecutive month thereafter until both principal and interest are fully paid. Amounts paid, will be credited first to interest due; balance to unpaid principal sum, except for the first 21 principal payments which will be credited to principal only.
See Installment Deed Note for pre-payment penalty.

RUSH

IDENTIF. REFERENCE

APR 5 1 17 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

G 8 5 9 3 3

INSTALLMENT DEED

FROM
RACHEL ELIZABETH DYER

TO
PHILLIP G. HARGETT

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
PHILLIP G. HARGETT (NAME)	New Owner (NAME)	Map 118-7
2806 BRANSFORD AVE. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 162
Nashville, TN 37204 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	BH-2925

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:

$ 73,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF March 1982.

Notary Public

MY COMMISSION EXPIRES: 10/21/84

(AFFIX SEAL)

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5869 PAGE 686

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
			73500.00-	CO
			73500.00-	MO
			191.10	CO TX
			71.50	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	275.10-
			0415A04/05/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 85933
G 8.5.93 9

IDENTIF. T REFERENCE

APR 5 1 17 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 874626