STATE OF TENNESSEE (

This instrument prepared by: Mr. Alfred T. Levine Jr., Attorney
Stahlman Building
Nashville, Tn. 37201

INSTALLMENT DEED

BOOK 5872 PAGE 161

For and in Consideration of the sum of ----------($71,250.00)----------

SEVENTY ONE THOUSAND TWO HUNDRED FIFTY & 00/100---------- Dollars,

of which TEN THOUSAND AND 00/100 ---------($10,000.00) ---------- Dollars,

has been paid in cash by RICHARD M. HEARD, UNMARRIED

the receipt of which is hereby acknowledged, and for the remainder --------($61,250.00)-------

SIXTY ONE THOUSAND TWO HUNDRED FIFTY & 00/100---------- Dollars,

the said RICHARD M. HEARD, UNMARRIED has

executed his one note of even date herewith in the original principal sum of $61,250.00, as follows: On the 1st day of May, 1982, the sum of SIX HUNDRED THIRTY AND 03/100 ($630.03), and thereafter a like amount of the 1st day of each succeeding month thereafter and the remaining unpaid balance of said principal sum on the 1st day of May, 1984. Said payments to be applied first to payment of interest at the rate of 12% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing twelve 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, Michael Richard Rosa and Ralph Peter Rosa, Co-Executors with power of sale under the will of Marie Petrone Rosa

have this day bargained and sold, and do hereby transfer and convey unto the said Richard M. Heard, unmarried, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southeasterly one-half of Lot No. 103 and the northwesterly 25 feet of Lot No. 104 on the Map of Kenner Manor Land Company's Second Subdivision of the Kenner Tract, of record in Book 421, page 100, Register's Office for said County.

SAID parts of said Lots adjoin and front together 75 feet on the northeasterly side of Woodmont Boulevard and run back between parallel lines 200 feet to a dead line.

BEING the same property conveyed to Marie Rosa, to her sole and separate estate, free from the debts, liabilities or any encumberances of any present or future husband, by deed from Cloud V. Eckhardt and wife, Helen E. Eckhardt, of record in Book 1139, page 147, Register's Office for Davidson County, Tennessee. The said Marie Rosa having since died. Said property vested in Michael Richard Rosa and Ralph Peter Rosa, Co-Executors under the will of Marie Petrone Rosa, deceased, as of record in Will Book 136, page 136, Probate Court Clerk's Office for Davidson County, Tennessee.

1982 taxes pro-rated and assumed by grantee.

This conveyance is made subject to an Easement for Sanitary Sewers and/or Storm drainage, of record in Book 3932, page 879, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 156 (House Number) Woodmont Blvd. (Street) Nashville, Tn. (P. O. Address: City or Town) (Zip Code)

STATE OF TENNESSEE }

BOOK 5872 PAGE 162

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Richard M. Heard, unmarried

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, except as herein above set out.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Richard M. Heard, unmarried 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 us in hand paid, I, the said Richard M. Heard, unmarried

do hereby transfer and convey unto Alfred T. Levine 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 Richard M. Heard, unmarried

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 value 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 Richard M. Heard, unmarried 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 Richard M. Heard, unmarried representatives or assigns.

STATE OF 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 Alfred T. Levine, 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 Michael Richard Rosa and Ralph Peter Rosa, Co-Executors and Richard M. Heard, unmarried, hereunto set our hands at Nashville, Tennessee, this the 6th day of April 19 82

Michael Richard Rosa, Co-Executor

Ralph Peter Rosa, Co-Executor

Richard M. Heard, unmarried

STATE OF TENNESSEE }
Davidson County }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Michael Richard Rosa, Co-Executor, and Richard M. Heard, unmarried

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 Nasbville Tennessee, this 6th day of April, 19 82

Commission Expires Feb. 12, 1983

Jo Ann Smith Notary Public

JO ANN SMITH NOTARY PUBLIC LARUE STATE OF TENN.

STATE OF FLORIDA
Volusia County. }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ralph Peter Rosa, Co-Executor

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

Witness my hand and official seal at Volusia County, Fl this 6th day of April, 1982

Commission Expires Notary Public, State of Florida My Commission Expires Dec. 13, 1985

Daphne L. Downer Notary Public

NOTARY PUBLIC STATE OF FLORIDA

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in ....., this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

attp Title 238616

INSTALLMENT DEED

FROM Michael Richard Rosa etal

TO Richard M. Heard

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 8.6 7 9 5

IDENTIF. REFERENCE

APR 13 9 07 AM '82

FELIX Z. WILSON JT REGISTER
DAVIDSON COUNTY, TENN.

FOSTER & WEBB, NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard M. Heard (NAME)	Richard M. Heard (NAME)	116-3-129
146 Woodmont Blvd. (STREET ADDRESS OR ROUTE NUMBER)	146 Woodmont Blvd. (STREET ADDRESS)	
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 71,750.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF April, 1982

Notary Public

MY COMMISSION EXPIRES: Feb. 12, 1983

(AFFIX SEAL)

1527 04/13 Fees: 1

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

RECEIVED OF _____

FOR _____

BOOK 5872 PAGE 165

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
			71250.00- CO	
			61250.00- MO	
			185.12 CO TX	
			59.20 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	256.82-
1527A	04/13/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8.67 95

IDENTIF. REFERENCE

Apr 13 9 07 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 875677