This Instrument Prepared By:
Don L. Smith
MANIER, WHITE, HEROD, HOLLABAUGH & SMITH, P.C.
700 Metropolitan Federal Building
Nashville, Tennessee 37219

BOOK 5905 PAGE 711

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel #
Charles T. Hardy, et ux	Same	106-9-63 EL
(Name)	(Name)	
1234 Faydur Court	Rolling Hills Road Box 54	
(Street Address)	(Street Address)	
Nashville, Tenn 37210	Hendersonville, Tenn. 37075	
(City/State/Zip)	(City/State/Zip)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Two Hundred Twelve Thousand and no/100 ($212,000.00) Dollars of which $50,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have:

(1) Assumed and agreed to pay the unpaid balance of a promissory note dated October 1, 1980, in the original principal amount of One Hundred Forty-five Thousand ($145,000.00) Dollars plus interest payable to John E. Patton and payable as specified therein and secured by a vendor's lien retained in deed from John E. Patton, joined by his wife Rita G. Patton, to Samuel T. Fuller and wife, Helen B. Fuller, dated October 1, 1980 and of record in Book 5659, page 76, Register's Office for Davidson County, Tennessee; and

(2) Executed a promissory note of even date herewith in the original principal amount of Forty-five Thousand ($45,000.00) Dollars payable to the order of the Grantors and payable in two equal annual installments of Twenty-two Thousand Five Hundred ($22,500.00) Dollars principal plus interest at the rate of twelve (12%) percent per annum on the unpaid balance. The first of such installments shall be due and payable on the 1st day of July, 1983, with the final installment due and payable on the 1st day of July, 1984, and providing for the 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. Grantees shall have the right to prepay any portion of the unpaid balance of this note at any time without penalty. In the event that the Grantees transfer any interest whatsoever in the property conveyed hereunder, such transfer shall accelerate the payment of the Note and the balance of the principal and all accrued interest shall be immediately due and payable.

Samuel T. Fuller and wife, Helen B. Fuller, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Charles T. Hardy and wife, Sandra G. Hardy, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 3 on the Plan of a resubdivision of McIntyre Subdivision, as of record in Book 3600, page 99, Register's Office for said County.

Said Lot No. 3 fronts 301.8 feet on the easterly side of Faydur Court and extends back 140.5 feet on the northerly line and 92 feet on the southerly line to the westerly right of way line of the L & N Railroad, measuring 292.2 feet thereon.

Being the same property conveyed to Samuel T. Fuller and wife, Helen B. Fuller, by deed from John E. Patton, joined by his wife, Rita G. Patton, as of record in Book 5659, page 76, Register's Office for said County.

This conveyance is subject to:

The Plan of record in Book 3600, page 99, Register's Office for Davidson County, Tennessee, shown as owners Certificate, a 30 foot minimum building setback line from Faydur Court, a 10 foot easement for public utility purposes along the rear line of said lot, and a 10 foot easement for drainage purposes running along the southerly line of the lot and provides that "no building permit is to be issued or construction started on Lots 3 and 3-A until a use certain has been established and lot sizes approved by the Metropolitan Planning Commission and the Metropolitan Health Department."

The Grantors, by execution hereof, agree that the vendor's lien retained herein shall be subordinate and inferior to a lien of Commerce Union Bank as evidenced by a Deed of Trust securing payment of a promissory note of even date herewith payable to the order of Commerce Union Bank in the original principal amount of Fifty Thousand ($50,000.00) Dollars, plus interest at the rate of one (1%) percent over Commerce Union Bank's national lending rate, with principal and interest payable in full at maturity, which is being recorded immediately subsequent hereto. It is a condition of this instrument that in the event of any default in any of the terms and conditions of either (1) the vendor's lien retained in the deed from John E. Patton, joined by his wife Rita G. Patton, of record in Book 5659, page 76, Register's Office for Davidson County, or (2) the Deed of Trust securing payment of a promissory note of even date herewith payable to the order of Commerce Union Bank in the original principal amount of Fifty Thousand ($50,000.00) Dollars, as provided hereinabove, then the owner of any part of the indebtedness secured by this instrument may, at the owner's option, declare all indebtedness secured by this instrument due for all purposes and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at the owner's option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of the aforementioned vendor's lien or Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be repaid on demand with interest from date of such payment at the highest rate legally chargeable on the date of such payment.

This is improved property known as 1234 Faydur Court, Nashville, Tennessee 37210.

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 except for 1982 taxes which will be prorated and assumed by grantees, and as otherwise noted herein.

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 Don L. Smith, 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 $ fmv 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 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 expense 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 27 day of ~~July~~ June 1982.

Samuel T. Fuller

Charles T. Hardy

Helen B. Fuller

Sandra G. Hardy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $212,000.00.

Charles T. Hardy
Affiant

Subscribed and sworn to before me, this the 01 day of July, 1982.

My Commission Expires: April 26, 1986

J. McClurkan
Notary Public

OFFICIAL RECEIPT

BOOK 5905 PAGE 714

STATE OF TENNESSEE)
COUNTY OF Shelby)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Helen B. Fuller, 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 Shelby County Tenn., this 27th day of June, 1982.

Commission Expires 11-10-84 Sew Chandler Notary Public

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Samuel J. Fuller, 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 Nashville, Tennessee, this 01 day of July, 1982.

Commission Expires April 20, 1986 J. McClanahan Notary Public

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Charles J. Hardy, 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 Nashville, Tennessee, this 01 day of July, 1982.

Commission Expires April 20, 1986 J. McClanahan Notary Public

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sandra D. Hardy, 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 Nashville, Tennessee, this 01 day of July, 1982.

Commission Expires April 20, 1986 J. McClanahan Notary Public

G.9 & 0.7-9

IDENTIF. REFERENCE

JUL 1 3 48 PM '82

FELIX Z. HALL, CLERK & REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR BOOK 5905 PAGE 715

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
			212000.00-	CO
			45000.00-	MO
			551.20	CO TX
			43.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 606.70-
			5805A07/01/82	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5.9.8 0.7.9

IDENTIF. REFERENCE

JUL 1 3 48 PM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 889428