This Instrument Was Prepared By

Installment Deed

Dewey W. Pedigo

Of The Law Firm Pedigo & Sainton

Stahlman Building: Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Allen W. Eatherly	Same	93-10-328
1408 Broadway		6W-D1175
Nashville Tenn. 37203		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of SEVENTY THOUSAND AND NO/100---($70,000.00)----------Dollars, of which EIGHTEEN THOUSAND DOLLARS AND NO/100----($18,000.00)----------Dollars has been paid in cash the receipt of which is hereby acknowledged, and for the remainder FIFTY-TWO THOUSAND DOLLARS AND NO/100 ($52,000.00)----------Dollars,

Allen W. Eatherly and wife, Pat S. Eatherly have executed an installment deed note in the principal amount of $52,000.00, (Fifty-Two Thousand and No/100 Dollars, payable to the order of B & K Sales & Realty, a partnership, said note being payable at the rate of SEVEN HUNDRED FORTY-SIX DOLLARS AND 5/100 , ($746.05), per month, with the first payment due and payable November 1st, 1984, and on the 1st day of each succeeding month thereafter until the entire amount, both principal and interest has been paid in full. Said note bears interest at the rate of 12% per annum and interest is included in said payments.

and providing for payment of attorney's fees and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, B & K Sales & Realty, a partnership, composed of Jimmy Byram and Ed Kennedy,

have this day bargained and sold, and do hereby transfer and convey unto the said Allen W.Eatherly and wife, Pat S. Eatherly their (successors), 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 W.W. Sullivan's Subdivision of Lot No. 50 and part of Lot No. 49 of the Davidson Academy Property, as of record in Minute Book "G", page 152, County Court for said County.

Said Lot No. 1 fronts 60 feet on the easterly side of Fifth Avenue, South, formerly Summer Street, and runs back between parallel lines with the northerly margin of Peabody Street, formerly Lincoln Alley, 179 feet 3 inches, more or less, to an alley in the rear.

BEING the same property conveyed to B & K Sales & Realty, a partnership composed of Jimmy Byram and Ed Kennedy by deed from William M. Coats and wife, Jean Mitchell Coats, of record in Book 5742, page 40, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $70,000.00

Subscribed and sworn to before me, this the 3 day of October 19 84.

Affiant

My commission expires: 10-19-86 (Affix Seal)

Notary Public

unimproved ( )
This is improved ( ) property known as (House Number) (Street) P. O. Address (City or Town)

TO HAVE AND TO HOLD said real estate with the appurtenances, together with all and singular the rights and interest thereto belonging, to the said Allen W. Eatherly and wife, Pat S. Eatherly their (successors), 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 unincumbered except 1984 taxes which have been prorated and shall be paid by the grantees. We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Allen W. Eatherly and wife, Pat S. Eatherly, their (successors), 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, thereby rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Allen W. Eatherly and wife, Pat. S. Eatherly hereinafter referred to as trustors, hereby transfer and convey unto Dewey Pedigo, Jr , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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 the sum of $ 90,000.00 , or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof, to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* s *this* 3rd *day of* October, *19* 84, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officer on said day and date.*

B & K Sales & Realty, a partnership

By: Ed Kennedy
Ed Kennedy

Jimmy Byram
Jimmy Byram

Allen W. Eatherly
Allen W. Eatherly

Pat S. Eatherly
Pat S. Eatherly

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Dewey W. Pedigo, *a Notary Public in and for said County and State, the within named* Allen W. Eatherly and wife, Pat S. Eatherly

the bargainor s, *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville Tenn *this* 3rd *day of* October *19* 84

My commission expires 10-19-86 *Notary Public* at large Dewey W. Pedigo

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Dewey W. Pedigo, of the state and county, aforesaid, personally appeared, Ed Kennedy and Jimmy Byram, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be partners of B & K SALES & REALTY, the within named bargainor, a partnership, and that they as such partners, executed the foregoing insturment for the purpose therein contained, by signing the name of the partnership themselves as partners.

WITNESS my hand and seal, this 3rd day of October, 1984.

Dewey W. Pedigo
NOTARY PUBLIC at Large

MY COMMISSION EXPIRES: 10-19-86

INSTALLMENT DEED

FROM B & K SALES & REALTY, a partnership

TO Allen W. Eatherly, and wife Pat S. Eatherly

RUSH

FILED FOR RECORD
DAVIDSON COUNTY, TN
OCT 3 12 38 PM '84
REGISTER

IDENTIFICATION REFERENCE

Published by
Ticor Title Insurance Company
Public Square Building
154 4th Avenue North
NASHVILLE, TENNESSEE 37219

PEDIGO & SAINDON

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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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

70000.00- CAMT.
52000.00- MAMT.
182.00 CSTAX
50.00 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 238.50-
5597A10/03/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5 3 9 4 3

IDENTIF. REFERENCE

Oct 3 12 38 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0073984