INSTALLMENT DEED

For and in Consideration of the sum of Fifty Thousand ($50,000.00) and no/100 - Dollars,

of which Fifteen Thousand ($15,000.00) - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by -- Robert E. Lee, - - - - - - - - - - - - - - - - - - -

the receipt of which is hereby acknowledged, and for the remainder of Thirty-Five Thousand Dollars ($35,000.00) - - - - - - - - - - - - - - - - - - Dollars,

the said - - - Robert E. Lee - has

executed one Installment Deed Note of even date in the principal sum of $35,000.00 (Thirty-Five Thousand Dollars) payable to the order or Orville Earheart and wife, Allie Mae Earheart, payable in two (2) annual installments of Seventeen Thousand Five Hundred ($17,500.00) each, the first being payable on November 12, 1985, and the Second one on November 12, 1986, both payable as above to Mr. and Mrs. Orville Earheart and both bearing interest at the rate of Eleven (11%) percent, payable annually.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, -

Orville Earheart and wife, Allie Mae Earheart, - - - - - - - - - - - -

have this day bargained and sold, and do hereby transfer and convey unto the said - - - - - - - - -

Robert E. Lee, a single person - - - - - - - - - - - his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 4th Civil District of Davidson Co., described according to a survey made by John D. McCormick, Surveyor #674, in 1984, and being lots nos. 1 & 2 on the Plan of Orville Earheart Subdivision described as according to the plat of recort in Bk. 6200, page 10, as amended and revised by sub-division plat recorded in Bk. 6200, page 142, RODC, Tn., described as follows:

Beginning at a monument in the easterly margin of Smotherman Ln (Formerly un-named road) said monument being the northwesterly corner of the herein described land and also being the common corner of the herein described property and the land of J.R. Hooper, as recorded in Deed Bk. 6043, page 47, RODC, said monument also being N. 5 deg. 00' E. 1037.80 ft. from the northeasterly corner of the Smotherman Lane and Stewarts Ferry Pk.; thence N. 89 deg. 30' E. 386.80 ft. to an iron pin; thence S. 9 deg. 45' W. 1204 Ft. along and with the westerly margin of the Jerry Humphrey property (of record in Bk. 5376, page 807, RODC) to an iron pin in the northerly margin of Stewarts Ferry Pk; thence with the northerly margin of Stewarts Ferry Pk. N. 61 deg. 54' W. 154 Ft. to an iron pin in said northerly margin of said Stewarts FerryPk; thence continuing with the said northerly margin of said Stewarts Ferry Pk. with a curve of Radius of 3,040.00' a distance of 228.12 Ft. to a monument in the northeasterly corner of Smotherman Ln. and Stewarts Ferry Pk.; thence N. 5 deg. 00' E. 1037.80 Ft. to the point of beginning, and containing 9.58 Acres, more or less.

Being the same property conveyed to Orville Earheart and wife, Allie Mae Earheart by deed from Brown Taylor, Trustee, of record in Deed Bk. 3765, page 137, Register's office for Davidson County, Tennessee.

This is unimproved (X) / improved ( ) property, known as Stewarts Ferry Pk.&Smotherman Ln, Hermitage, Tn. 37076

(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 Robert E. Lee - - - - - - - - - - - - - - - - - - - his 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 said real estate to said Robert E. Lee - 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 Robert E. Lee, a single person - do hereby transfer and convey unto H. Houston Hagar, 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 Robert E. Lee - 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 the 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 interest 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 Robert E. Lee - 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; and if 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 Robert E. Lee - - - - - - - - - - - - - - - - his 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 H. Houston Hagar, 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 Orville Earheart and wf, Allie Mae Earheart, and Robert E. Lee, a single person, hereunto set our hands at Hermitage, Tennessee, this the 12 day of November 19 84.

Orville Earheart

Allie Mae Earheart

Robert E. Lee

BOOK 6424 PAGE 564

STATE OF TENNESSEE
Davidson **County**

Personally appeared before me, H. Houston Hagar, a Notary Public in and for said County and State, the within named Orville Earheart and wife, Allie Mae Earheart, and Robert E. Lee.

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they each executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12 day of November, 19 84.

H. Houston Hagar, Notary Public.

Commission Expires 1-19-88

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

BOOK 6424 PAGE 565

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

1:63 1:7 1:

IDENTIF. REFERENCE

NOV 13 12 46 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM
Orville Earheart, et ux, (Allie Mae)

TO
Robert E. Lee, a single person

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert E. Lee, (NAME)	Same (NAME)	Map 110,
Box 203, (STREET ADDRESS OR ROUTE NUMBER)	(NAME) (STREET ADDRESS)	Par. 9.1
Mount Pocono, Pa. 18344 (CITY) (STATE) (P. O. ZIP)	(STREET ADDRESS) (CITY) (STATE) (ZIP)	04D-19565

THIS INSTRUMENT WAS PREPARED BY

H. Houston Hagar, Attorney,
4321 Timberview Ln,
Hermitage, Tn. 37076.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50,000.00 Orville Earheart
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF November 19 84.

H. Houston Hagar
Notary Public

MY COMMISSION EXPIRES: 1-19-88.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6424 PAGE 566

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

50000.00- CAMT.
35000.00- MAMT.
130.00 CSTAX
33.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 175.50-
6757A11/13/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 6 3 1 7 1

IDENTIF. REFERENCE

Nov 13 12 46 PM '84

FELIX Z. WILSON II
DAVIDSON COUNTY, TN

No. 0084803