Prepared by:
Don L. Smith
MANIER, WHITE, HEROD, HOLLABAUGH & SMITH, P.C.
7th Floor, Metropolitan Federal Bldg., Nashville, Tn. 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Earheart Realty & Const. Company, Inc.	Same	12D-26500, 50-25
(NAME:)	(NAME:)	
PO Box 356		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Mt. Juliet, Tn. 37122		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of ONE HUNDRED NINETY SIX THOUSAND THREE HUNDRED SIXTY AND NO/100 ($196,360.00)---------- *Dollars,*
of which THIRTY NINE THOUSAND TWO HUNDRED SEVENTY TWO AND NO/100 (39,272.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED FIFTY SEVEN THOUSAND EIGHTY EIGHT AND NO/100 ($157,088.00)---------- *Dollars,*
Earheart Realty and Construction Company, Inc., a Tennessee corporation
has executed
a promissory note of even date herewith in the original principal amount of One Hundred Fifty Seven Thousand Eighty Eight and No/100 ($157,088.00) Dollars, plus interest at the rate of ten (10%) percent per annum, payable as follows: All principal shall be due and payable in full on or before the 20th day of March, 1988.

Interest payments shall be payable on the tenth day of each month, beginning on the 10th day of April, 1985, until all accrued interest has been paid in full.

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, Jack Driver, Trustee

have this day bargained and sold, and do hereby transfer and convey unto the said Earheart Realty and Construction Company, Inc., its
(successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows.

See attached description.

Grantor shall release the property conveyed hereunder from the lien provided herein, upon grantee's payment of Four Thousand and No/100 ($4,000.00) Dollars per acre (exclusive of the downpayment) provided that such releases shall be in increments of at least ten (10) acres and that the grantee provides a survey with an accurate legal description of the tract to be released and further, provided that grantee shall have constructed streets (or a payment or performance bond to construct such streets has been recorded) to serve the remainder of the property covered by the lien contained herein.

This conveyance is made subject to natural gas line easement as depicted on survey of McConnell Engineering dated December 11, 1984.

The undersigned expressly waives and conveys its statutory rights of redemption.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater for this transfer is $ 196,360.00

Subscribed and sworn to before me, this the 21st day of MARCH 1985.

Affiant

My commission expires ~~My Commission Expires~~ May 1, 1987 (Affix Seal)

Notary Public

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Earhart Realty and Construction Co., Inc., its
(successors),
heirs and assigns forever. I covenant that I am 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 1985 taxes which are prorated and assumed by grantee and as otherwise noted herein. I further covenant and bind myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Earheart Realty and Construction Company, Inc., its
(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 indebtedness; 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 Earheart Realty and Construction Company, Inc.
hereinafter referred to as trustors, 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 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 $ fair market value *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.*

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03/21 675.24
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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 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. 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 any 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

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

Witness my hand this 21st day of March, 19 85, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

EARHEART REALTY AND CONSTRUCTION COMPANY, INC.

By: Robert E. Earheart, President

Jack Driver, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me ANGELA S. POWERS, a Notary Public in and for said County and State, Jack Driver, Trustee

the within named 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 21st day of March, 19 85.

My Commission Expires Nov. 1, 1987

Angela S. Powers, Notary Public

Commission expires

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ANGELA S. POWERS, a Notary Public of the State and County aforesaid, personally appeared ROBERT E. EARHEART, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Earheart Realty and Construction Company, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President

Witness my hand and seal, at office in Nashville, Tennessee this 21st day of March, 19 85.

My Commission Expires Nov. 1, 1987

Angela S. Powers, Notary Public

Commission expires

INSTALLMENT DEED

FROM

TO

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

LAND DESCRIPTION

Land lying in the Second, (formerly the Twelfth), Civil District, Davidson County, Tennessee and further described as follows:

Beginning at point being approximately 1857 feet east of the center-line of Brick Church Pike, said point being S 88° 42' 19" E, 83.84 feet from the southwest corner of lot 54 at the easterly right-of-way of Moorewood Drive, as evidenced on the plat of Village by the Creek, Sec. 4, in PBk. 6250, page 89, Register's Office for Davidson County, Tennessee; thence coincident with the southerly line of said Village by the Creek, as record in Book 6279, page 21, R.O.D.C., Tennessee, S 88° 42' 19" E, 356.30 feet; thence S 54° 15' 56" E, 14.25 feet; thence S 88° 46' 25" E, 1011.99 feet to a point at the intersection of fences, said point being the southeast corner of said Village by the Creek and also the southwest corner of land owned by Alkath Corporation as recorded in Book 5546, page 88 (Tract II), R.O.D.C., Tennessee; thence with the southerly line of Alkath, S 88° 51' 28" E, 499.32 feet to a point by a dying 20 inch walnut, said point being the southeast corner of said Tract II; thence along the westerly fence line of Alkath Corporation Tract III, recorded in Book 5546, page 86, S 02° 29' 46" E, 20.43 feet; thence S 03° 36' 25" W, 347.93 feet; thence S 00° 42' 17" W, 115.16 feet, passing a point being the southwest corner of Alkath's Tract III, and also being the northwest corner of land owned by Alice Frances Cranford and Carolene Mare Bandy, recorded in Book 5714, page 714, R.O.D.C, Tennessee; thence along the westerly fence line of Cranford and Bandy, S 04° 00' 56" W, 215.66 feet to their southwest corner (evidenced by a fence corner), this point also being on the northerly line of land owned by Dorothy C. Lucas, recorded in Book 5643, page 601, R.O.D.C., Tennessee; thence along said northerly line, S 81° 16' 32" W, 112.18 feet; thence along Lucas' westerly line, S 03° 33' 09" W, 206.10 feet; thence S 02° 31' 07" W, 238.80 feet; thence S 12° 16' 36" W, 15.39 feet to an old iron pipe being the northeast corner of Parkwood Estates, Section 4, recorded in PBk.3300, page 80, R.O.D.C., Tennessee; thence along Parkwood's northerly line (evidenced by several monuments), S 89° 57' 30" W, 1299.69 feet to an old concrete monument; thence N 89° 44' 41" W, 167.31 feet to an old iron pipe; thence N 88° 49' 43" W, 259.49 feet to a point being 27.35 feet short of an old iron pipe; thence along a new division line bounded on the east by Chesapeake (a residential subdivision) Preliminary Plan; N 01° 07' 08" E, 168.47 feet; thence along a curve concave northerly, having a chord of N 89° 37' 58" E, 30.009 feet, a length of 30.01 feet; thence N 01° 07' 08" E, 84.22 feet; thence N 09° 14' 57" E, 70.71 feet; thence N 01° 07' 08" E, 568.11 feet; thence N 07° 00' 43" W, 70.71 feet; thence N 00° 39' 34" E, 86.12 feet; thence N 89° 20' 26" W, 29.11 feet; thence N 00° 39' 34" E, 169.89 feet to the point of beginning, containing 49.09 - acres.

Being a portion of the Jack Driver, Trustee, property as recorded in Book 5435, page 899, Register's Office for Davidson County, Tennessee.

RELEASED
I.D. 0 9 3 6
IDENTIF. REFERENCE
MAR 21 4 12 PM '85
FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

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RECEIVED OF _____

FOR _____

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

196360.00- CAMT.
167088.00- MAMT.
510.64 CSTAX
165.10 MSTAX
.50 PRFEE
9.00 WDEED
CHECK 675.24-
0935A03/21/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 9 0 9 3 6

IDENTIF. REFERENCE

MAR 21 4 12 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 118057