This instrument prepared by:
Pat Nichol, Attorney at Law
941 Richards Road
Antioch, TN 37013

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Arthur Louis Martin et ux (NAME)	same (NAME)	114-109
503 River Rouge Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	114-110
Nashville, TN 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ---Fifty-two Thousand, Two Hundred and Fifty and 00/100 -------------------($52,250.00) ------------- *Dollars,*

XXXXXXX

~~Dollars has been paid in cash~~ XXXXXXXXXXXXXXXXXX

~~which is hereby acknowledged, and for the remainder~~ XXXXXXXXXXXXXXXXXXXX

Dollars,

We, Arthur Louis Martin et ux Linda Gayle Martin

have executed

an installment deed note of even date which note provides for the payment by the grantees to the grantor, Margaret Heer Martin, her heirs or assigns, the principal sum of Fifty-Two Thousand, Two Hundred and Fifty and 00/100 ($52,250.00) Dollars plus interest at the rate of 8% per annum for a period of 180 monthly payments beginning on April 1, 1987 in the amount of Five Hundred ($500.00) Dollars and a like amount on the 1st day of each succeeding month; the last payment being due on March 1, 2002.

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,

Margaret Heer Martin and husband Louis Martin

have this day bargained and sold, and do hereby transfer and convey unto the said Arthur Louis Martin et ux, Linda Gayle Martin

their *(successors), heirs and assigns,*

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

TRACT ONE: Land in the 8th, formerly the 12th Civil District of Davidson County, Tennessee on the southeast side of the New Charlotte Pike, being .8 of an acre of the Jacob J. Heer property, which in turn, is a part of the old Georgia C. Brown farm, said .8 of an acre being described according to a survey made by James A. Hamilton, Jr., Surveyor, on December 13, 1947 as follows:

BEGINNING at a corner post on thesoutheasterly margin of the new Charlotte Pike (U.S. Highway 70N) said post being at the point where said highway intersects the Jacob J. Heer property, thence south 87 deg. 55 min. 24 seconds east along the southerly margin of the Jacob J. Heer property 290.62 feet to a stake, thence north 11 deg. 50 min. west 249 feet to a point in the margin of the new Charlotte Pike, thence south 42 deg. 53 min. west with the margin of said pike 335.4 feet to the point of beginning.

Being the same property conveyed to Louis Martin and wife, Margaret H. Martin by deed from Evelyn M. Heer, a widow of record in Book 4505, Page 706, 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 52,250.00

Arthur Louis Martin
Affiant

Subscribed and sworn to before me, this the 23 day of February 1987

Notary Public

My commission expires: 4-19-87 (Affix Seal)

NOTARY PUBLIC

TRACT TWO: Land in the 35th District of the Metropolitan Government of Nashville and Davidson County, Tennessee, which was formerly the Eighth Civil District of Davidson County, Tennessee, which is more particularly described according to a survey by James A. Hamilton, Jr. surveyor, dated December 13, 1947, for Mr. Robert Fred Heer, said survey not of record.

Beginning at a steel bar on the southern side of U. S. Highway 70N. also known as Charlotte Pike as relocated, said bar being in the center of the Old Sawyer Brown Road, now abandoned; thence south 6 deg. 0' east 351.2 feet more or less to a railroad stake which marks the southeast corner of the J. J. Heer tract; thence north 87 deg. 55' 24" west, 92.53 feet to a stake marking the southeasterly corner of the Robert Fred Heer tract; thence north 11 deg. 30' west 249 feet to a point on the southern margin of U. S. Highway 70 N.; thence north 45 deg. 53' east along said southern margin of the highway, 146.7 feet to the point of beginning containing .72 acres more or less and being part of the same property conveyed to Margaret Heer Martin by a deed of correction from Mrs. Jessie Evans Heer, of record in Book 4311, Page 347, Register's Office for Davidson County, Tennessee.

This is unimproved (XX) improved ( ) property, known as Charlotte Pike, Nashville, Tennessee
(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 Arthur Louis Martin et ux, Linda Gayle Martin *their (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.*

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Arthur Louis Martin et ux Linda Gayle Martin *(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 Arthur Louis Martin et ux Linda Gayle Martin *hereinafter referred to as trustors, hereby transfer and convey unto* Pat Nichol, *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 $52,250.00, *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.

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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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 23 *day of* February *19*87.

Margaret Heer Martin

Margaret Heer Martin

Louis H. Martin

Louis Martin

Arthur Louis Martin

Arthur Louis Martin

Linda Gayle Martin

Linda Gayle Martin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Donna Randolph, *a Notary Public in and for said County and State,* Margaret Heer Martin, Arthur Louis Martin and Linda Gayle Martin and Louis H. Martin

*the within named bargainor*s, *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 Nashville, *Tennessee, this* 23rd *day of* February, *19*87.

Donna Randolph, Notary Public

Commission expires 4/19/87

STATE OF.....
COUNTY OF.....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

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

Witness my hand and official seal at.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...*, a Notary Public of the State and County aforesaid, personally appeared*.....,
with whom I am 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.....

9.7.4 1 3

IDENTIFICATION REFERENCE

FEB 26 8 20 AM '87

FELIX Z. HINSCHER, REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
Margaret Heer Martin

TO
Arthur Louis Martin et ux
Linda Gayle Martin

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

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

52250.00- CAMT.
52250.00- MAMT.
146.16 CSTAX
50.20 MSTAX
.50 PRFEE
12.00 TDEED
CHECK 208.86-
.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

460614-2/25787 BAL

9.7.4 1-3

IDENTIFICATION REFERENCE

FEB 26 8 20 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 49879