BOOK 4878 PAGE 850 Map 105-10 Par. 186-187

INSTALLMENT DEED

For and in Consideration of the sum of FORTY TWO THOUSAND FIVE HUNDRED AND NO/100 ----------($42,500.00)---------- Dollars, of which FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 -----($4,250.00)---------- Dollars, has been paid in cash by Clarence J. Worrell d/b/a C. J. Worrell & Associates the receipt of which is hereby acknowledged, and for the remainder THIRTY EIGHT THOUSAND TWO HUNDRED FIETY AND NO/100 ----------($38,250.00)---------- Dollars, the said Clarence J. Worrell d/b/a C. J. Worrell & Associates has executed his one note of even date herewith in the original principal amount of $38,250.00, payable to the order of J. P. Cunningham and wife, Mildred R. Cunningham in 240 monthly installments of $320.16 each, the first of which is due and payable on the 1st day of February, 1975, and thereafter a like amount on the 1st day of each succeeding month; the last installment being due and payable on the 1st day of January, 1995. The installments include interest at the rate of 8% per annum, said payments to be applied first to interest and balance to principal, until the entire amount, both principal and interest, shall have been paid in full. In addition to the aforesaid monthly installments, the maker hereof shall pay to the holder or holders of this note, an additional sum of $2,000.00 in cash, on or before the 1st day of February, 1980. Said additional sum shall be applied by the holder or holders of this note to the unpaid principal balance then owing at the time of said $2,000.00 payment, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing eight per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, J. P. Cunningham and wife, Mildred R. Cunningham

have this day bargained and sold, and do hereby transfer and convey unto the said Clarence J. Worrell d/b/a C. J. Worrell & Associates his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT 1: Land in Davidson County, Tennessee, being part of Lot 67 on the Map of Waverly Land Company's Plan of Lots, called Waverly Place, as of record in Book 57, page 95, Register's Office for said County, and being the west part of Lot No. 67, on the Map showing parts of Lots Nos. 66 and 67 of Waverly Place, as of record in Book 421, page 46, said Register's Office, and described according to a survey thereof by Barge, Waggoner & Sumner, Engineers, April 9, 1969, as follows:

BEGINNING at an iron pin in the southerly margin of Douglas Avenue at the entrance to Alley 672; thence with the margin of said Avenue, North 75° 30' 58" East 38.29 feet to an iron pin; thence South 29° 00' 56" East 152.28 feet to an iron pin in the northerly margin of an alley; thence with the same, South 74° 55' 55" West 36.12 feet to an iron pin at the beginning of a curve; thence around said curve, northwesterly 26.49 feet to an iron pin in the easterly margin of Alley 672; thence with the same, along a curve, 118.02 feet to an iron pin at the beginning of a curve; thence around said curve, northeasterly 28.73 feet to the point of beginning.

BEING the same property conveyed to J. P. Cunningham and wife, Mildred R. Cunningham, by deed from the Nashville Housing Authority, of record in Book 4616, page 540, Register's Office for Davidson County, Tennessee.

TRACT 2: Land in Davidson County, Tennessee, being part of Lot No.67 on the Waverly Land Company's Plan of Lots, called Waverly Place, as of record in Book 57, page 95, and also being a part of said Lot No. 67 on a plan of Subdivision of parts of Lots No. 66 and 67 in said Waverly Place, as of record in Book 421, page 46, and described partly according to the last mentioned plan, as follows:

BEGINNING at a point in the southerly margin of Douglas Avenue, at the intersection with the westerly margin of a 12-foot alley, being the southeast corner of the property conveyed to The Nashville Housing Authority by deed in Book 4206, page 334; thence with the southerly margin of said Avenue, and around the southerly boundary of the property conveyed to The Nashville Housing Authority, westerly 68 feet, more or less, to a point, the southwest corner of said Nashville Housing Authority Property; thence southerly along a slight curve, 152.1 feet to a point in the northerly margin of an alley; thence with the margin of the same, easterly 36 feet to the beginning of a curve; thence in a northeasterly direction around a curve, 14 feet, more or less, to a point in the westerly margin of the first mentioned 12 foot alley; thence with the same, northerly 137.5 feet, more or less, to the point of beginning.

BEING the same property conveyed to J. P. Cunningham and wife, Mildred R. Cunningham, by deed from Medlin Realty Company, a Tennessee Corporation, of record in Book 4224, page 459, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Clarence J. Worrell d/b/a C. J. Worrell & Associates 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 Clarence J. Worrell d/b/a C. J. Worrell & Associates, 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 Clarence J. Worrell d/b/a C. J. Worrell & Associates

do hereby transfer and convey unto Charles K. Cosner, 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 Clarence J. Worrell d/b/a C. J. Worrell & Associates 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 $ 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 interst 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 Clarence J. Worrell d/b/a C. J. Worrell & Associates 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; 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, 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. 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 Clarence J. Worrell d/b/a C. J. Worrell & Associates 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 Charles K. Cosner, 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 J. P. Cunningham and wife, Mildred R. Cunningham and Clarence J. Worrell d/b/a C. J. Worrell & Associates hereunto set our hands at Nashville, Tennessee, this the 31st day of December, 1974

J. P. Cunningham

Mildred R. Cunningham

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named J. P. Cunningham and wife, Mildred R. Cunningham and Clarence J. Worrell d/b/a C. J. Worrell & Associates

the bargainors, 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 31st day of December, 1974

Commission Expires April 24, 1975

Jo Ann Smith, Notary Public

JO ANN SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

STATE OF _____
County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

BOOK 4878 PAGE 853

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

JAN-2 75	CONV	42,500.00			
JAN-2 75	MORT'G	38,250.00			
JAN-2 75	S'TAX		A*	109.20	
JAN-2 75	S'TAX		A*	1.30	
JAN-2 75	S'TAX		A*	36.25	
JAN-2 75	PR'FEE		A*	.50	
JAN-2 75	W'DEED		A*	8.00	* 155.25

INSTALLMENT DEED

FROM
J. P. CUNNINGHAM AND WIFE,

TO
Mildred R. Cunningham

CLARENCE J. WORRELL d/b/a

C. J. Worrell & Associates

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 8 3 1 3 2

IDENTIF. REFERENCE

JAN 2 12 55 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Clarence J. Worrell (NAME)	Clarence J. Worrell (NAME)	
809 Douglas Avenue (STREET ADDRESS OR ROUTE NUMBER)	809 Douglas Avenue (STREET ADDRESS)	
Nashville, Tennessee 37204 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37204 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by
Jno. E. Co[illegible], Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 42,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF December, 19 74.

Notary Public

MY COMMISSION EXPIRES: April 21, 1975

(AFFIX SEAL)