THIS INSTRUMENT PREPARED BY
WILLIAM D. CASTLEMAN, ATTY.
807 AMERICAN TRUST BLDG.
NASHVILLE, TENNESSEE 37201

INSTALLMENT DEED

For and in Consideration of the sum of THIRTEEN THOUSAND AND----------00/100 ($13,000.00)----------Dollars, of which FIVE HUNDRED ($500.00)----------Dollars, has been paid in cash by HARLEY AXWELL, TRUSTEE, the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND, FIVE HUNDRED ($12,500.00)----------Dollars, the said HARLEY AXWELL, TRUSTEE, has executed two (2) promissory notes of even date herewith, to-wit: NOTE NO. 1 shall be for the principal sum of Twelve Thousand, Two Hundred Fifty ($12,250.00) Dollars, payable to the order of SALLIE LEE HAWKINS PERRY, and is payable at the rate of $100.00 per month, beginning on the 10th day of March 1977, and a like amount on the same day of each succeeding month thereafter for a period of ten (10) years, at which time all of said note remaining unpaid, together with all interest accrued thereon, shall be due and payable in full. Said monthly installments of $100.00 shall include interest at the rate of eight and one-half percent (8-1/2%) per annum, and shall be applied first to interest and the remainder to principal. NOTE NO. 2 shall be payable to the order of SALLIE LEE HAWKINS PERRY, and is payable on or before thirty (30) days from date, together with interest at the rate of eight and one-half percent per annum;

all of said notes bearing six 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, I, SALLY LEE HAWKINS PERRY, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said HARLEY AXWELL, Trustee, with full power to mortgage, sell, transfer and convey, without the joinder of any beneficiary; his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 12 on the Map of Mayline Weakley's Plan of Confederate Hill, as of record in Book 332, Page 134, Register's Office for said County.

Said Lot No. 12 fronts 50 feet on the westerly side of South 11th Street, and runs back between parallel lines, 202.5 feet, more or less, to an alley.

Being the same property conveyed to Sallie (Sarah) Lee Hawkins by deed from Bennett Gordon Hawkins, of record in Book 2401, Page 157, and by Decree of the Chancery Court of record in Minute Book 169, Page 52.

FEB25'77	CONV	13,000.00				
FEB25'77	MORT'G	12,500.00				
FEB25'77	S'TAX		B*	33.80		
FEB25'77	S'TAX		B*	10.50		
FEB25'77	RM'FEE		B*	.50		
FEB25'77	W'DEED		B*	8.00	*	52.80

This is improved (X) unimproved ( ) property, know as 516 South 11th Street, Nashville, Tennessee.
(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 HARLEY AXWELL, TRUSTEE, his 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, my heirs and representatives, to warrant and forever defend the title to said real estate to said HARLEY AXWELL, TRUSTEE, 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 in hand paid, I, the said HARLEY AXWELL, TRUSTEE,

do hereby transfer and convey unto William D. Castleman, 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 HARLEY AXWELL, TRUSTEE,

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 $12,500.00 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.

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 HARLEY AXWELL, TRUSTEE, 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 HARLEY AXWELL, TRUSTEE, 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 William D. Castleman, 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 SALLY LEE HAWKINS PERRY, a widow, and HARLEY AXWELL, TRUSTEE, hereunto set our hands at Nashville, Tennessee, this the 23rd day of January, 1977

Sally Lee Hawkins Perry
SALLY LEE HAWKINS PERRY

Harley Axwell Trustee
HARLEY AXWELL, TRUSTEE

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sally Lee Hawkins Perry and Harley Axwell, Trustee,

the bargainor, 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 January, 1977.

Commission Expires 1-29-77.

Jessie J. Linton, Notary Public.

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 5118 PAGE 742

Before me, ...

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

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.....

Commission expires ..... , Notary Public.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

SALLIE LEE HAWKINS PERRY

TO

HARLEY AXWELL, TRUSTEE

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

D 91028

IDENTIF. REFERENCE

FEB 25 3 17 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

TORLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Harley Axwell, Tr. (NAME)	Harley Axwell, Trustee (NAME)	Map 83-13
P. O. Box 23648 (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 23648 (STREET ADDRESS)	Par 231
Nashville, Tenn. 37202 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37202 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 13,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF January, 19 77

Notary Public

MY COMMISSION EXPIRES: 1-29-77.