This Instrument Prepared By: BARKSDALE, WHALLEY, GILBERT & FRANK
Seventh Floor, Third National Bank Building, Nashville, Tennessee 37219

Address New Owners as Follows:	Send Tax Bills to:	Map-Parcel Numbers:
J. L. McCloud P. O. Box 25054 Nashville, Tennessee 37202	Same	Map: 93-10 Parcels: 447-448-449

INSTALLMENT DEED BOOK 5206 PAGE 899

FOR AND IN CONSIDERATION of the sum of Ten Thousand Dollars ($10,000.00), which has been paid in cash, and the other consideration set forth in Section 2 ("Purchase Price") and in the other provisions of that certain Real Property Purchase Agreement (the "Purchase Agreement"), dated September 23, 1977, by and between BRUNO G. COIA, a single person (hereinafter called "Seller", and J. L. McCLOUD (hereinafter called "Buyer"), and to secure the payment of said Purchase Price, and other amounts, a lien is expressly retained on the real property herein conveyed, Seller has this day bargained and sold and does hereby transfer and convey unto the Buyer, his heirs and assigns, certain real estate in Davidson County, as follows:

PARCEL NO. 1: Land in Davidson County, Tennessee, being part of Lot No. 5 in R. B. Owen's Plan of lots, as of record in Book 18, page 1, Register's Office for said County, described as follows:

Beginning at the intersection of the easterly line of 4th Avenue, South, formerly Cherry Street, with the northerly line of Lea Avenue, formerly Highland or Troost Street; thence northerly, with 4th Avenue, South, 32 feet; thence easterly, with the southerly line of the Fogg property, 154 feet, more or less, to an alley; thence southerly, with the westerly line of said alley, 31-1/3 feet to Lea Avenue; and thence westerly with the northerly line of said Lea Avenue, 145 feet, more or less, to the beginning.

Being the same real property conveyed to Bruno Coia by deed from the Trustees of the Church of God, of record in Book 4033, page 212, Register's Office for Davidson County, Tennessee.

PARCEL NO. 2: Being Lots Nos. 2, 3, and 4 on the plan of G. M. Fogg's Estate of record in plan book 1, page 104, Chancery Court at Nashville, Tennessee.

Said Lots Nos. 2, 3, and 4 front together 90 feet on the easterly side of 4th Avenue, South, formerly Cherry Street, and extend back 164 feet on the southerly line and 175 feet on the northerly line to an alley, measuring 90 feet, more or less, thereon.

Being the real property conveyed to Bruno G. Coia by deed from Phil Cohen and I. R. Schulman, recorded in Book 3796, page 975, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, title and interest thereto belonging to the Buyer, his heirs and assigns forever. Seller covenants that he is lawfully seized and possessed of said real property in fee simple, has a good right to convey it, and that the same is unencumbered except for taxes for 1977, a lien, but not yet due and payable.

Seller further covenants and binds himself and his representatives, to

warrant and forever defend the title to said real estate to Buyer, 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 indebtedness for the purchase price including, without limitation, the indebtedness under certain promissory notes to Seller, rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is acknowledged, the Buyer hereby transfers and conveys unto RAYMOND HANKINS [redacted], Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trust:

Buyer agrees 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 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.

Buyer further agrees 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 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 reasonable costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Buyer 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 amount so paid shall bear eight percent (8%) simple interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Buyer shall pay the indebtedness when due, according to its terms, and pay taxes, keep up repairs, and keep said real property 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 real property insured, or pay said other sums when due, as herein provided, Buyer fails to reimburse the Trustee or lawful owner and older of said indebtedness for all sums, with interests, so expended by said Trustee, or lawful owner and holder of said indebtedness, 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, with written notice to Buyer and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving thirty (30) day's notice by four (4) publications in any newspaper daily or weekly, published in Davidson County, Tennessee to sell said real property at the south door of the Davidson County Courthouse 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 Seller 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 real property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First. 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.

Second. To the payment of all taxes which may be unpaid on said real property.

Third. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth. The residue, if any, will be paid to Buyer, 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 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 total purchase price for the property is to be $50,000.00 and Bruno Coia agrees to finance a minimum of an additional $45,000 for property improvements.

The spouse of J. L. McCloud joins in the execution of this Installment Deed for the express purpose of waiving any and all marital rights she may have in the real property herein above described.

IN WITNESS WHEREOF, the parties to this instrument have signed their names on this, the 23rd day of September, 1977.

Bruno G. Coia
BRUNO G. COIA

J. L. McCloud
J. L. McCLOUD

Sandra J. McCloud

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $50,000.00.

J. L. McCloud
Affiant

Sworn to and subscribed before me, this the 23 day of September, 1977.

Notary Public

My Commission Expires May 14 - 1978.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BOOK 5206 PAGE 903

Personally appeared before me, Morris Levine, a Notary Public in and for said County and State, Bruno Coia, 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 13 day of September, 1977.

Morris Levine
Notary Public



My Commission Expires:

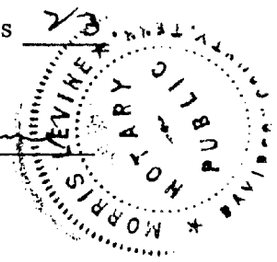
May 14 - 1978

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Morris Levine, a Notary Public in and for said County and State, J. L. McCloud, 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 13 day of September, 1977.

Morris Levine
Notary Public



My Commission Expires:

May 14 - 1978

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Morris Levine, a Notary Public in and for said County and State, [illegible], the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 13 day of September, 1977.

Morris Levine
Notary Public

My Commission Expires:

May 14 - 1978

NOTARY PUBLIC MORRIS LEVINE DAVIDSON COUNTY, TENN.

E 3017

IDENTIF. REFERENCE

OCT 7 3 21 PM '77

FELIX Z. HUDSON REGISTER DAVIDSON CO. TENN.

OCT-7	CONV	50,000.00		
OCT-7	MORT'G	85,000.00		
OCT-7	S'TAX		B* 130.00	
OCT-7	S'TAX		B* 83.00	
OCT-7	PR'FEE		B* .50	
OCT-7	W'DEED		B* 12.00	* 225.50