INSTALLMENT DEED

For and in Consideration of the sum of Eleven Thousand ($11,000.00) Dollars, of which One Thousand ($1,000.00) Dollars, has been paid in cash by Roy Clyde Hensley and wife, Leta Beatrice Hensley, the receipt of which is hereby acknowledged, and for the remainder the purchasers, Roy Clyde Hensley and wife, Leta Beatrice Hensley, have executed ~~XXXXX~~ Dollars, the ~~XXXX~~ their promissory note in the sum of $10,000.00, dated this ~~XXX~~ day and payable in monthly installments, of principal and interest at the rate of 9% per annum, of $101.43, the first installment falling due on December 15, 1977 and the last installment being due 15 years thereafter,

NOV28'77	CONV	11,000.00			
NOV28'77	MORT'G	10,000.00			
NOV28'77	S'TAX		B* 28.60		
NOV28'77	S'TAX		B* 8.00		
NOV28'77	PR'FEE		B* .50		
NOV28'77	M'DEED		B* 8.00	*	45.10

all of said notes bearing ~~six~~ nine 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, Willie E. Baker, a widow and the sole heir of my daughter, Maxine Sue Baker, who never married and is now deceased,

have this day bargained and sold, and do hereby transfer and convey unto the said Roy Clyde Hensley and wife, Leta Beatrice Hensley, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 18 of Block "B" in F. O. Beazley's Addition to East Nashville, a plan of which is of record in Book 57, page 85, Register's Office for said County.

Said Lot No. 18 fronts 50 feet on the northerly side of Calvin Avenue and runs back between parallel lines 150 feet to an alley. Being the same property conveyed to Elijah R. Massey and Carrie Morgan by deed from Charles Fred Akin and wife of record in Book 2293, page 212, RODC, Tennessee, and conveyed to Willie E. Baker and Maxine Sue Baker, by deed from Carrie E. Morgan recorded in Book 5545, page 530, RODC, Tenn. which last deed recites that Elijah R. Massey was deceased at the time and on the date of this last deed, the said Elijah R. Massey being a brother of Carrie E. Morgan who was his sole heir-at-law.

This is unimproved ( ) improved (X) property, know as 1211 Calvin Avenue, 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 Roy Clyde Hensley and wife, Leta Beatrice Hensley, their 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.

EXC

further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Roy Clyde Hensley and wife, Leta Beatrice Hensley, their 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, we, the said Roy Clyde Hensley and wife, Leta Beatrice Hensley,

do hereby transfer and convey unto Philip C. Moore, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Roy Clyde Hensley and wife, Leta Beatrice Hensley,

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 $ 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.

we 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 we 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 we, the said Hensley and wife, 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 we 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; we 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. We 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. We 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 Roy Clyde Hensley et ux their 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 Philip C. Moore, 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 Willie E. Baker and Roy Clyde Hensley and wife, Leta Beatrice Hensley, hereunto set our hands at Nashville, Tennessee, this the 10 day of November 19 77

Willie E. Baker

Leta Beatrice C. Hensley

Roy Clyde Hensley

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Philip C. Moore, a Notary Public in and for said County and State, the within named Willie E. Baker and Roy Clyde Hensley and wife, Leta Beatrice Hensley,

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 10th day of November, 19 77

Commission Expires July 19, 1978

Philip C. Moore, Notary Public.

PHILIP C. MOORE NOTARY PUBLIC AT LARGE STATE OF 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 5226 PAGE 809

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)

INSTALLMENT DEED

FROM Willie E. Baker o

TO Roy Clyde Hensley et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 38793

IDENTIF. REFERENCE

Nov 28 10 23 AM '77

VOLLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Roy Clyde Hensley et ux (NAME)	Same (NAME)	Map 83-5
1211 Calvin Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 307
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Prepared by Jordan Stokes III
Sudekum Bldg., Nashville, Tenn.
Attorney at Law

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$11,000.00 Ruth Hoff Hensley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 10th DAY OF November 1977

Philip Stokes
Notary Public

MY COMMISSION EXPIRES: 19th day of July 1978

(AFFIX SEAL)