INSTALLMENT DEED

For and in Consideration of the sum of Twelve Thousand Five Hundred and no/100ths ($12,500.00) Dollars,

of which -0- Dollars,

has been paid in cash by

the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand Five Hundred ($12,500.00) Dollars,

the said Fred D. Benford and wife, Gertrude Benford have executed their joint promissory note of even date herewith in the principal sum of Twelve Thousand Five Hundred and no/100ths ($12,500.00) Dollars bearing interest at the rate of 10% per annum, payable as follows:

The sum of $134.33 on the 1st day of December, 1977 and a like sum on the 1st day of each succeeding month including principal and interest at the rate of 10% per annum, until paid in full. In additional and along with each monthly payment shall be paid $20.90 to be held in escrow for the payment of taxes and insurance, making the total monthly payment $155.23. Said payment shall be applied first to interest and balance to principal.

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, Home Equity Company, a Tennessee Corporation

have this day bargained and sold, and do hereby transfer and convey unto the said Fred D. Benford and wife, Gertrude Benford heirs and assigns,

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

Being Lot No. 46 of Block A on the Plan of the subdivision of the Priest Home Place as of record in Book 161, page 102, Register's Office, Davidson County, Tennessee.

Said Lot No. 46 fronts 50 feet on the Northerly side of Fatherland Street and runs back between parallel lines 160 feet to an alley.

It is expressly understood by the parties hereto that the property herein conveyed is encumbered by a deed of trust or record in Book 3478, page 437, R. O. D. C. T., and Home Equity Company warrants that it will pay, as they come due, each of the payments set out in said deed of trust and further, that in the event at any time it is desired to pay in full the note set out in this installment deed, that it will immediately pay off the cost of being released, the lien of the first deed of trust. And it further does indemnify and hold harmless, Fred D. Benford and wife, Gertrude Benford, their heirs and assigns, from any liability which might result to them from the remaining existence of this first deed of trust.

Being the same property conveyed to Home Equity Company by deed from William S. Hofstetter, Trustee, of record in Book 4889, page 897, Register's Office of Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1705 Fatherland Street (House Number) (Street) Nashville, Tennessee 37206 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 Fred D. Benford and wife, Gertrude Benford 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, except for a first deed of trust of record in Book 3478, page 437, R. O. D. C.

we further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Fred D. Benford and wife, Gertrude Benford they 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 us in hand paid, we, the said Fred D. Benford and wife, Gertrude Benford

do hereby transfer and convey unto J. Murray Milliken, 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 Fred D. Benford and wife, Gertrude Benford 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.

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 Fred D. Benford and wife, Gertrude Benford 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 Home Equity Company, 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 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 J. Murray Milliken, 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 Fred D. Benford and wife, Gertrude Benford and Louis Komisar hereunto set our hands at Nashville, Tennessee, this the 1st day of November 19 77

Fred D. Benford

Gertrude Benford

HOME EQUITY COMPANY

BY: Louis Komisar, President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Delores E. Whitworth, a Notary Public in and for said County and State, the within named Fred D. Benford and wife, Gertrude Benford

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 1st day of November, 19 77

Delores E. Whitworth, Notary Public

Commission Expires 11/13/79

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 5239 PAGE 158

Before me, Delores E. Whitworth, a Notary Public of the State and County aforesaid, personally appeared Louis Komisar, with whom I personally acquainted, and who, upon oath, acknowledged self to be of the Home Equity Company, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by his self as President

Witness my hand and seal, at office in Nashville, Tennessee this 1st day of November, 19 77.

DELORES E. WHITWORTH NOTARY PUBLIC DAVIDSON COUNTY TENN.

Notary Public.

Commission expires 11/13/79

(over for additional acknowledgements)

JAN-3[illegible]	CONV	12,500.00			
JAN-3[illegible]	MORT'G	12,500.00			
JAN-3[illegible]	S'TAX		B*	32.50	
JAN-3[illegible]	S'TAX		B*	10.50	
JAN-3[illegible]	PR'FEE		B*	.50	
JAN-3[illegible]	W'DEED		B*	8.00	* 51.50

INSTALLMENT DEED

FROM Home Equity Company

TO Fred D. Benford and wife, Gertrude Benford

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 44272

IDENTIF. REFERENCE:

JAN 3 8 56 AM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred D. Benford, et ux (NAME)	Same (NAME)	Parcel 135
1705 Fatherland Street (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Map 83-14
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument prepared by:
Delores E. Whitworth
Home Equity Company
630 Third Avenue South
Nashville, Tennessee 37210

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 12,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF November, 1977

Notary Public

MY COMMISSION EXPIRES: 11/13/79

(AFFIX SEAL)