INSTALLMENT DEED

For and in Consideration of the sum of

Thirty-Six Thousand ($36,000.00) & 00/100 Dollars,

of which Fifteen Thousand ($15,000.00) & 00/100 Dollars,

has been paid in cash by DELBERT C. MCKINNON and wife, CLE JUAN MCKINNON

the receipt of which is hereby acknowledged, and for the remainder

Twenty-One Thousand ($21,000.00) & 00/100 Dollars,

the said DELBERT C. MCKINNON AND WIFE, CLE JUAN MCKINNON have

executed this one note of even date herewith in the original principal amount of $21,000.00 payable to the order of Robert C. H. Mathews, Jr., Trustee, in monthly installments of $337.88 each including both principal and interest at the rate of 9% per annum to be applied first to the payment of interest, balance to principal, beginning August 1, 1978.

(NOTE: for further provisions respecting obligations of seller to make payments of first mortgage see Exhibit A attached).

~~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, Robert C. H. Mathews, Jr., Trustee

have this day bargained and sold, and do hereby transfer and convey unto the said Delbert C. McKinnon and wife, Cle Juan McKinnon, their heirs and assigns,

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

LAND in Davidson County, Tennessee, being Lot No. 126 in O. B. Hayes Plan of Small Lots, as of record in Plan Book 1, page 69, Chancery Court at Nashville.

Said Lot No. 126 fronts 50 feet on the easterly side of 18th Avenue, South formerly Lamar Street, and runs back between parallel lines 150 feet, more or less, to an alley.

Being the same property conveyed to Robert C. H. Mathews, Jr., Trustee, with full power to bargain, sell, transfer, assign, convey, lease, mortgage, without joinder of any beneficiary, by deed from Robert J. Bare and wife, Jean Ann Bare, of record in Book 4689, page 580, Register's Office for Davidson County, Tennessee.

JUL-5	CONV	36,000.00		
JUL-5	MORT'G	21,000.00		
JUL-5	S'TAX		B* 93.60	
JUL-5	S'TAX		B* 19.00	
JUL-5	PR'FEE		B* .50	
JUL-5	W'DEED		B* 10.00	* 123.10

This is unimproved ( ) improved (X) property, know as 706 (House Number) 18th Avenue, South (Street) P. O. Address: Nashville (City or Town) 37203 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees 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 successors, ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said grantees 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 in hand paid, We, the said Delbert C. McKinnon and wife, Cle Juan McKinnon

do hereby transfer and convey unto Ervin Entrekin, 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 Delbert C. McKinnon and wife, Cle Juan McKinnon 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 Delbert C. McKinnon and wife, Cle Juan McKinnon 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; If 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 Delbert C. McKinnon and wife, Cle Juan McKinnon representatives or assigns.

EXHIBIT A TO DEED FROM ROBERT C. H. MATHEWS, JR. TRUSTEE,
TO DELBERT C. MCKINNON AND WIFE, CLE JUAN MCKINNON

Whereas, there is at the time of this conveyance a certain deed of trust executed by the grantor to Clyde P. Holland, Trustee, of record in Book 4689, page 582, Register's Office for Davidson County, Tennessee, securing the payment of the note set out therein, which is a first mortgage on the land herein described; and whereas this mortgage is not excepted from the warranties of this conveyance; however this conveyance is made by the grantees fully warranting that the required payments falling due on said note will be timely made, that said note will not come into default and full payment thereof will be timely made all at no cost or expense to the grantees.

Robert C. H. Mathews, Jr. Trustee
Robert C. H. Mathews, Jr., Trustee

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 Ervin Entrekin, 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 Robert C. H. Mathews, Jr., Trustee and Delbert C. McKinnon and wife, Cle Juan McKinnon hereunto set our hands at Nashville, Tennessee, this the 27 day of June 1978

Delbert C. McKinnon

Cle Juan McKinnon

Robt C. H. Mathews Jr 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 Robert C. H. Mathews, Jr., Trustee

the 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 27th day of June, 1978

Raye E. Tarkington, Notary Public.

Commission Expires 3-1-80

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Delbert C. McKinnon and wife, Cle Juan McKinnon

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 27 day of June, 1978

Raye Tarkington, Notary Public.

Commission Expires 3-1-80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5307 PAGE 202

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

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 7 4 8 8 5

IDENTIF. REFERENCE

JUL 5 12 22 PM '78

FELIX Z. [illegible] REGISTER
DAVID[illegible]

TOTLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Delbert C. McKinnon, et ux (NAME)	same (NAME)	92-16
706 - 18th Avenue, South (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par #350
Nashville, TN 37203 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Jno. B. Cobb, Jr., Attorney
Stahlman Bldg.
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 36,000.00 Delbert McKinnon
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF June 1978.

[illegible]
Notary Public

MY COMMISSION EXPIRES: 3-1-80

(AFFIX SEAL)

PUBLIC COUNTY TENN