INSTALLMENT DEED

For and in Consideration of the sum of Twelve Hundred and No/100 ($1,200.00)---
---Dollars,
of which One Hundred and No/100 ($100.00) ---Dollars,
has been paid in cash by Ollie Cheatham and wife, Arleen Cheatham,
the receipt of which is hereby acknowledged, and for the remainder of Eleven Hundred and
No/100 ($1,100.00)---Dollars,
the said Ollie Cheatham and wife, Arleen Cheatham, have
executed and delivered their joint and several Promissory Note, of even date herewith, drawn payable to the order of Mrs. W. T. Gray, a widow, in the principal amount of $1,100.00 in twelve equal monthly installments of $95.69 each, including interest at the rate of 8% per annum, commencing on June 26, 1978

~~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, Mrs. W. T. Gray, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said Ollie Cheatham and wife, Arleen Cheatham, and their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 12th, formerly the 21st, Civil District of Davidson County, Tennessee, being Lot No. 16 on the Unrecorded Map showing subdivision of part of Marshall Waters' Land, described according to a survey made by Erle Drake, County Surveyor, April 14 and 15, 1936, as follows:

BEGINNING in the center of Ewing Lane at a point, the corner of Lots Nos. 15 and 16; thence with line between said two lots, south 89° 30' east 443 feet; thence south 3° west 100 feet to the corner of Lots Nos. 16 and 17; thence with the line between said two lots, north 89° 30' west 443 feet to the center of said Lane; thence with the center of said Lane, north 3° east 100 feet to the beginning, containing 1.17 acres, more or less.

BEING the same property conveyed from Robert L. Davis and wife, Doris M. Davis, to Mrs. W. T. Gray, a widow, by Quitclaim Deed of record in Book 4436, Page 467, Register's Office of Davidson County, Tennessee.

Excluded from this conveyance are easements running with land heretofore conveyed to the owners of Lot Numbers 13, 14, and 15 on said Unrecorded Map showing said subdivision of part of Marshall Water's Land to secure water from a well on the aforesaid Lot Number 16.

This is unimproved (X) improved ( ) property, known as _____ (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 Ollie Cheatham and wife, Arleen Cheatham, 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, except for real property taxes for 1978, which are assumed by the grantees. I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Ollie Cheatham and wife, Arleen Cheatham, and 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 us in hand paid, we, the said Ollie Cheatham and wife, Arleen Cheatham,

do hereby transfer and convey unto Herman O. Loewenstein, 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 Ollie Cheatham and wife, Arleen Cheatham,

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 $1,100.00 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.

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 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 Ollie Cheatham and wife, Arleen Cheatham, 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 Ollie Cheatham and wife, Arleen Cheatham, 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 Herman O. Loewenstein, 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 Mrs. W. T. Gray, a widow, and Ollie Cheatham and wife, Arleen Cheatham, hereunto set our hands at Nashville, Tennessee, this the 26th day of May 1978

Mrs. W. T. Gray

Ollie Cheatham

Arleen Cheatham

IDENTIF. REFERENCE

OCT 25 9 06 AM '78

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

F 9 6 1 8 6

STATE OF TENNESSEE
Davidson County

Personally appeared before me, HERMAN O. LOEWENSTEIN, a Notary Public in and for said County and State, the within named Mrs. W. T. Gray, a widow, and Ollie Cheatham and wife, Arleen Cheatham,

the bargainor S, 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 26 day of May, 1978

H. O. Loewenstein, Notary Public.

Commission Expires May 31, 1981

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 5354 PAGE 960

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)

OCT 25 78	CONV	*1,200.00			
OCT 25 78	S'TAX		B*	3.12	
OCT 25 78	PR'FEE		B*	.50	
OCT 25 78	W'DEED		B*	8.00	* 11.62

INSTALLMENT DEED

FROM MRS. W.T. GRAY, A Widow

TO OLLIE CHEATHAM and wife, ARLEEN CHEATHAM

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ollie Cheatham (NAME)	Same (NAME)	MAP 59
2829 Knight Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR. 119
Nashville, Tenn. 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
HERMAN O. LOEWENSTEIN
Attorney at Law
Third National Bank Bldg.-12th Flr
201 Fourth Avenue, North
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$1,200.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26 DAY OF May, 1978

Notary Public

MY COMMISSION EXPIRES: May 27, 1979

(AFFIX SEAL)