File Boundary

This instrument was prepared by: James L. Fuqua, Jr., Attorney, 919 W. Main Str., Hendersonville, Tennessee 37075

Address New Owner:	Send tax bills to:	Map-Parcel Numbers:
Tract 1: James L. Fuqua	919 W. Main St. Hendersonville 37075	104-8 337
Tract 2: Sharon K. Lester	1406 17th Ave S. Nashville	104-8 306

State of Tennessee
County of Davidson

TRACT 1:

The actual consideration or value, whichever is greater, for this transfer is $21,500

James L. Fuqua, Jr.
AFFIANT

Sworn and subscribed to before me this 11th day of January, 1979.

Patricia R. Powers
NOTARY PUBLIC

My Commission Expires: 7-26-82
(affix seal)

State of Tennessee
County of Davidson

BOOK 5384 PAGE 647

TRACT 2:

The actual consideration or value, whichever is greater, for this transfer is $29,000

James L. Fuqua, Jr.
AFFIANT

Sworn and subscribed to before me this 11th day of January, 1979.

NOTARY PUBLIC

My Commission Expires:
(affix seal)

(FOR REGISTER'S USE)

INSTALLMENT DEED

BE IT REMEMBERED that Sharon K. Lester, James L. Fuqua, Jr. and Eugene T. Collins have made the following conveyances and agreements:

1. Sharon K. Lester hereby transfers and conveys unto James L. Fuqua, Jr. and Eugene T. Collins, their heirs and assigns, certain real estate located in Davidson County, Tennessee, as follows:

TRACT 1:

The Northerly 60-1/2 feet of the easterly part of Lot no. 42 in the O. E. Hayes Plan of Large Lots, as of record in Book 21, Page 87, Register's Office for Davidson County, Tennessee.

SAID part of Lot No. 42 fronts 60-1/2 feet on the westerly side of 16th Avenue South, and runs back between parallel lines, with the southerly margin of Horton Avenue, 152-1/4 feet to an alley.

BEING the same property conveyed to Sharon K. Lester by Installment Deed from Burton Norwood Elam and wife, Dorothy J. Elam of record in Deed Book 5384, Page 644, Register's Office for Davidson County, Tennessee.

James L. Fuqua, Jr. and Eugene T. Collins, their heirs and assigns, shall have and hold the real estate, with the appurtenances, estate, title and interest thereto belonging forever.

2. James L. Fuqua, Jr. and Eugene T. Collins hereby transfer and convey unto Sharon K. Lester, her heirs and assigns, certain real estate located in Davidson County, Tennessee, as follows:

TRACT 2:
BEING the southerly fifty-six (56) feet of the westerly one-half of Lot No. 54 in O. B. Hayes Plan of Large Lots, called Rokeby, as of record in Book 21, Page 87, Register's Office for Davidson County, Tennessee, described as follows:
SAID Part of Lot No. 54 fronts 56 feet on the east side of 17th Avenue, South, formerly Addison Street, and runs back between parallel lines 152.5 feet, more or less, to an alley.
BEING the same property conveyed to Eugene Collins and James L. Fuqua, Jr. by deed from David E. Long and wife, Sandra K. Long, and Edwin A. Hoback, of record in Book 4904, Page 784, Register's Office for Davidson County, Tennessee.

Sharon K. Lester, her heirs and assigns, shall have and hold the real estate, with the appurtenances, estate, title and interest thereto belonging forever.

3. The property transferred in Paragraph 1 is encumbered by a lien to secure a note to Burton Elam, et ux in the amount of Eleven Thousand Five Hundred Dollars ($11,500) payable in eighteen (18) months together with interest of Ten (10%) Percent which is payable monthly. Sharon K. Lester shall pay Ten Thousand Dollars ($10,000) of this note and all interest attributable to the Ten Thousand Dollars ($10,000). James L. Fuqua, Jr. and Eugene T. Collins shall pay One Thousand Five Hundred Dollars ($1,500) of the note and all interest attributable to the One Thousand Five Hundred Dollars ($1,500).

4. Sharon K. Lester warrants that the property described in Paragraph 1 is unencumbered except as set out in Paragraph 3 and that she is lawfully seized and possessed of the real estate in fee simple and that she has a good right to convey it. She further covenants and binds herself, her heirs and assigns to warrant and forever defend the title to James L. Fuqua, Jr. and Eugene T. Collins, their heirs and assigns against the lawful claims of all persons.

5. James L. Fuqua, Jr. and Eugene T. Collins warrant that the property described in Paragraph 2 is unencumbered except as set out in Paragraph 6 and that they are lawfully seized and possessed of the real estate in fee simple and that they have a good right to convey it. They further covenant and bind themselves, their heirs and assigns to warrant and forever defend the title to Sharon K. Lester, her heirs and assigns against the lawful claims of all persons.

6. The property transferred in Paragraph 2 is encumbered by a note payable to Melvin Reese and wife, Lector Reese, secured by a Deed of Trust of record in Book 4678, Page 423, Register's Office for Davidson County, Tennessee. The original principal sum of the note was Twelve Thousand Two Hundred Fifty Dollars ($12,250) plus interest at the rate of Seven Percent (7%) per annum payable in monthly installments of One Hundred Eleven Dollars and 11/100 ($111.11). The present balance of the loan is Eight Thousand Seven Hundred Seventy-Four Dollars and 55/100 ($8,774.55).

7. All property conveyed herein is conveyed "as is" and subject only to the warranties contained herein.

8. For the purpose of securing payment of the balance of Ten Thousand Dollars ($10,000) of the note to Burton Elam, et ux, Sharon K. Lester, for the consideration of One Dollar ($1.00) to her in hand paid, and for the mutual conveyances herein, hereby transfers and conveys unto Jill Carver, Truseee, her successors and assigns the real estate described in Paragraph 2, with the appurtenances,

estate, title and interest thereto belonging, for the purposes aforesaid. The Grantee does hereby agree to keep all buildings now on, or to be hereafter erected on the property, insured by some reliable fire insurance company for at least the sum of Twenty-Nine Thousand Dollars ($29,000) until the note herein secured is fully paid, and to have the loss, if any, made payable on the policy to the Trustee for the benefit of the lawful owner and holder of the note. She further agrees to keep the improvements on the property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case she fails to do either, then the Trustee, or the holder of the note, may do any of these things, and charge the sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of payment. Now, if she shall pay the portion of the note when due, according to its terms and pay taxes, keep up repair, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if she fails to pay as required by Paragraph 3 promptly at maturity or if, she fails to pay taxes, keep up repairs or keep the premises insured or fails to reimburse the Trustee or holder of the note for all such sums, with interest, expended by the Trustee, or lawful holder of the note, 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 the note or at the option of the other parties hereto all remaining unpaid portions of the note shall become due and payable at once, without notice, and the Trustee, or her 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 the property at the front door of the Court House in Davidson 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 Trustee, or her successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor or any party hereto may bid at any sale under this conveyance. Sharon K. Lester agrees that the Trustee, may at any time, after default in payment, enter and take possession of the property, and shall only account for the net rents actually received by her. She further agrees that in the event the Trustee fails, before selling the 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 the 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 the lien including reasonable attorney's fees.

Second, to the payment of all taxes which may be unpaid on the premises.

Third, to the payment of all unpaid principal and interest herein secured, and any and all sums expended in the protection of the property.

Fourth, the residue, if any, will be paid to Sharon K. Lester, her heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of the 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 the 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 said Trustee shall be vested in the successor. The Trustee shall not be required to file any account or settlement in relation to her trusteeship.

9. In the event James L. Fuqua, Jr. and/or Eugene T. Collins pay sums Sharon K. Lester has agreed to pay in Paragraph 3, she hereby agrees to reimburse them for such payments together with interest at the rate of Ten Percent (10%) per annum and they shall have all of the rights and privileges of the holder of the note.

WITNESS OUR HANDS this 11 day of Jan., 1979.

Sharon K. Lester
SHARON K. LESTER

James L. Fuqua, Jr.
JAMES L. FUQUA, JR.

Eugene T. Collins
EUGENE T. COLLINS

F.0935.1

IDENTIF. REFERENCE

JAN 12 2 05 PM '79

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

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Betty R. Powers, a Notary Public in and for the said County and State, the within named Sharon K. Lester, James L. Fuqua, Jr., and Eugene T. Collins, 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 11th day of January, 1979.

Betty R. Powers
NOTARY PUBLIC

BETTY R. POWERS NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 7-26-80

JAN 12 79	CONV	50,500.00		
JAN 12 79	MORT'G	10,000.00		
JAN 12 79 S'TAX			B* 131.30	
JAN 12 79 S'TAX			B* 8.00	
JAN 12 79 PR'FEE			B* .50	
JAN 12 79	W'DEED		B* 8.00	* 147.80