INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Ninety Thousand ($190,000.00) Dollars,

of which Thirty Thousand ($30,000.00) Dollars,

has been paid in cash by Helen E. Walker

the receipt of which is hereby acknowledged, and for the remainder One Hundred Sixty Thousand ($160,000.00) Dollars,

the said Helen E. Walker has

executed her installment note of even date payable to Andrew J. Wehby and Charles T. Wehby providing for 180 equal monthly payments of $1,670.76 including both principal and interest at 9 1/2% per annum commencing on the first day of March, 1979 and payable on the first day of each month thereafter until paid in full. Buyer reserves the right to pay off balance of note to sellers or their heirs, after five (5) years from date of the first payment on March 1, 1979.

all of said notes bearing (9 1/2) 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, Andrew J. Wehby and Charles T. Wehby, A Partnership,

have this day bargained and sold, and do hereby transfer and convey unto the said Helen E. Walker, her heirs and assigns,

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

Land in Davidson County, Tennessee being the west half of Lot No. 183 and the easterly one-half of Lot No. 185 on the Plan of McNairy's West Nashville property, as of record in Book C pages 136 and 137, and also in Minute Book 9, pages 322 and 323, of the Chancery Court at Nashville, Tennessee and described according to a Boundary Survey prepared by Michael V. Holmes Company and dated January 9,1976 as follows:

Said parts of said lots adjoin and front together 100 feet on the northerly side of Demonbreun Street and extend back between parallel lines 166.0 feet to an alley in the rear.

Being the same property conveyed to Andrew J. Wehby and Charles T. Wehby, a partnership, by deeds from L. Carl Brown and wife, Frances Brown, dated May 1, 1974 and recorded in Book 4811 page 181, and from M. F. McNamara, Jr., and wife, Elizabeth Frazier McNamara, dated December 16, 1961 and recorded in Book 3314 page 452, Register's Office for said County.

TRACT NO. 1; By instrument of record in Book 4315 page 602, Register's Office for Davidson County, Tennessee, the State of Tennessee acquired a slope easement across the southerly or front portion of the premises described as follows:

Being part of the West Half of Lot No. 183 in McNairy's Plan of West Nashville Lots, a plan of which is in Book "C", Pages 136 and 137, Chancery Court at Nashville, Tennessee.
Beginning at a point on the northerly margin of Demonbreun Street, said point being

This is improved (XX) unimproved ( ) property, know as 1502-1504 (House Number) Demonbreun Street (Street) P. O. Address: Nashville, Tennessee (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 Helen E. Walker, her heirs and assigns forever and covenant that they're lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

They further covenant and bind their heirs and representatives, to warrant and forever defend the title to said real estate to said Helen E. Walker her 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 them in hand paid, she, the said Helen E. Walker

~~do~~ does hereby transfer and convey unto Vincent E. Wehby, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

She, the said Helen E. Walker 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 $ 25,000.00 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.

She 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 she, the said Helen E. Walker 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 she 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; she 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. she 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. she 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 Andrew J. and Charles T. Wehby, their representatives or assigns.

the common corner of Lots No. 183 and 185, in McNairy's Plan of West Nashville Lots, of record in Book "C", Pages 136 and 137 and also in Minute Book 9, Pages 322 and 323, Chancery Court at Nashville, Tennessee; thence along the common line between said Lots No. 183 and 185, north 27 degrees 17 minutes 40 seconds west 10 feet to a point; thence north 51 degrees 07 minutes 39 seconds east 50.97 feet to a point on the common line separating the easterly half and the westerly half of said Lot No. 183; thence along the common line separating the easterly half and the westerly half of said Lot No. 183, south 27 degrees 17 minutes 40 seconds east 20 feet to a point on the northerly margin of Demonbreun Street; thence along the northerly margin of Demonbreun Street and the southerly boundary of said Lot No. 183, south 62 degrees 36 minutes 27 seconds west 50 feet to the point of beginning containing 750 square feet.

TRACT NO. 2; By instrument of record in Book 4369 page 794, said Register's Office, the State of Tennessee acquired a slope easement across the southerly or front portion of the premises described as follows:

Being part of the easterly one-half of Lot No. 185 on the Plan of McNairy's West Nashville Property, as of record in Minute Book 9, Pages 322 and 323, Chancery Court at Nashville.

Beginning at a point on the northerly margin of Demonbreun Street, said point being the common corner of Lots No. 183 and 185 in McNairy's Plan of West Nashville Lots, of record in Minute Book 9, Page 322 and 323, Chancery Court at Nashville, Tennessee, thence along the common line between said Lots No. 183 and 185, north 27 degrees 17 minutes 40 seconds west 10 feet to a point; thence south 51 degrees 07 minutes 39 seconds west 50.97 feet to a point on the northerly margin of Demonbreun Street, said point being halfway between the southeasterly corner of Lot No. 187 and the southwesterly corner of Lot No. 185; thence along the northerly margin of Demonbreun Street and the southerly boundary of said Lot No. 185 north 62 degrees 36 minutes 27 seconds east 50 feet to the point of beginning, containing 250 square feet.

Both of said instruments contain the following provision:

The Land upon which cut and fill slopes are to be constructed is to remain the property of the undersigned and may be used for any purpose desired, provided such use does not damage, destroy or weaken the support of said road after it is constructed or interfere with the drainage or maintenance of same, This easement shall terminate upon the grading of the said easement area to the plan of the highway or at such time as any other construction is performed which would eliminate the need for the said easement.

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 Vincent E. Wehby, 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 Andrew J. Wehby, Charles T. Wehby and Helen E. Walker hereunto set our hands at Nashville, Tennessee, this the 16th day of January 1979

Pauline Bateman Wehby
Pauline Bateman Wehby

Sally Harding Wehby
Sally Harding Wehby

Andrew J. Wehby
Andrew J. Wehby

Charles T. Wehby
Charles T. Wehby

Helen E. Walker
Helen E. Walker

The said Pauline Bateman Wehby and Sally Harding Wehby, wifes of the herein named Grantors, hereby join in this conveyance and affix their signatures for the express purpose of releasing any claims to dower, homestead or distributive rights that they may have in said property.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Charles L. Hendrix, a Notary Public in and for said County and State, the within named Andrew J. Wehby, Charles T. Wehby and Helen E. Walker

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 17th day of January, 1979

Charles L. Hendrix, Notary Public.

Commission Expires 5-18-81

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Vincent E. Wehby, a Notary Public in and for said County and State, the within named Pauline Bateman Wehby and Sally Harding Wehby

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 this 17th day of January, 1979

V. E. Wehby, Notary Public.

Commission Expires 10-27-82

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5387 PAGE 70

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)

JAN 19 79	CONV	99,000.00	190,000.00	
JAN 19 79	CONV	91,000.00		
JAN 19 79	MORT'G	90,000.00	160,000.00	
JAN 19 79	MORT'G	70,000.00		
JAN 19 79	S'TAX		B* 494.00	
JAN 19 79	S'TAX		B* 158.00	
JAN 19 79	PR'FEE		B* .50	
JAN 19 79	W'DEED		B* 10.00	* 662.50

INSTALLMENT DEED

FROM
ANDREW J. WEHBY

CHARLES T. WEHBY
TO
HELEN E. WALKER

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. I. 0 4 3 9

IDENTIF. REFERENCE

JAN 19 10 20 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Helen E. Walker (NAME)	New Owner (NAME)	93-9
P.O. Box 120396 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	251 & 252
Nashville, Tn. 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Charles L. Hendrix
Attorney at Law
1113 United American Bank Bldg.
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 190,000.00 Helen E. Walker
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 16th DAY OF January, 19 79

Charles L. Hendrix
Notary Public

MY COMMISSION EXPIRES: 5-18-81

(AFFIX SEAL)