INSTALLMENT DEED

For and in Consideration of the sum of Sixty-Six Thousand Six Hundred Fifty-Six and one/100 ($66,656.01) ---------- Dollars, of which $1.00 ---------- Dollars, has been paid in cash by Richardson R. Lynn and wife, Gail Ann Lynn, grantees, the receipt of which is hereby acknowledged, and for the remainder Sixty-Six Thousand Six Hundred Fifty-Six and one/100 ($66,656.01) ---------- Dollars, the said Richardson R. Lynn and wife, Gail Ann Lynn ---------- have executed their promissory note of even date herewith, payable to the grantor, John E. Carney, Jr. in the original principal amount of $43,000.00 payable in installments as provided therein. Such note is subordinate to a first mortgage evidenced in the installment deed recorded in the Registrar's Office of Davidson County, Tennessee, in Book 5179, page 874-75, to the order of William T. Washington, Jr. and wife, Irma L. Washington, assumed by Richardson R. Lynn and wife, Gail Ann Lynn as a portion of the purchase price of the Property.

all of said notes bearing ~~six per cent~~ *as provided therein 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, John E. Carney, Jr., a single person,

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~~have~~ has this day bargained and sold, and ~~do~~ does hereby transfer and convey unto the said Richardson R. Lynn and wife, Gail Ann Lynn, their ---------- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING the south half of Lot No. 133 in a proposed plan of Belmont Heights property fronting fifty (50) feet on the West Side of Belmont Boulevard, and running back between parallel lines 163 feet, more or less to an alley.

BEING the same property conveyed to John E. Carney, Jr. by deed from William T. Washington, Jr. and wife, Irma L. Washington, of record in Book 5179, page 874, Register's Office of Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 2007 (House Number) Belmont Boulevard (Street) P. O. Address: Nashville (City or Town) Tennessee (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever we covenant that we lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind our 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 ~~us~~ in hand paid, we, the said grantees

do hereby transfer and convey unto Jean L. Byassee, Trustee her ~~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 grantees

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 amount~~ 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 grantees 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~~ her. 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:

*all

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 grantees herein, their heirs 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 the said , 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 grantor and grantees hereunto set our hands at Nashville, Tennessee, this the 17th day of February 19 79

John E. Carney, Jr.

Richardson R. Lynn

Gail Ann Lynn

STATE OF TENNESSEE
Davidson County

Personally appeared before me, MARK A. SCHNEIDER, a Notary Public in and for said County and State, the within named JOHN E. CARNEY, JR., RICHARDSON R. LYNN, AND GAIL ANN LYNN

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 FEBRUARY, 1979

Mark A. Schneider, Notary Public.

Commission Expires 17 OCTOBER 1982

NOTARY PUBLIC STATE OF TENN. DAVIDSON COUNTY MARK A. SCHNEIDER

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 5400 PAGE 555

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)

6161 [illegible] 332.50 CHECK

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

F. I. 6 4 6 7.

IDENTIF. REFERENCE

MAR 2 1 53 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richardson R. & Gail Ann Lynn (NAME)	Richardson R. & Gail Ann Lynn (NAME)	104 12-282
2512 Westwood Avenue (STREET ADDRESS OR ROUTE NUMBER)	2512 Westwood Avenue (STREET ADDRESS)	
Nashville, TN (CITY) (STATE) (P. O. ZIP)	Nashville, TN (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Jean L. Bygsee, Legal Counsel
One Park Plaza
Nashville, TN 37203

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 66,656.01 Richard R. Lynn
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF March 19 79.

E. Barnes
Notary Public

MY COMMISSION EXPIRES: Dec. 20, 1982

(AFFIX SEAL)

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5400 PAGE 556

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			60250.01-	CAMT.
			43000.00-	MAMT.
			173.42	CSTAX
			41.00	MSTAX
			.50	PRFEE
			8.00	WDEED
				CHECK 222.92-
			6141A03/02/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. I. 6 4 6 7.

IDENTIF. REFERENCE

MAR 2 1 53 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 667843