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INSTALLMENT DEED

For and in Consideration of the sum of

THIRTEEN THOUSAND ($13,000.00) Dollars,

of which SIXTY-FIVE HUNDRED ($6,500.00) Dollars,

has been paid in cash by Wade Phelps

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

SIXTY-FIVE HUNDRED ($6,500.00) Dollars,

the said Wade Phelps has

executed an installment note for the original sum of Sixty-Five Hundred ($6,500.00) Dollars at an interest rate of 8% per annum on the principal sum, to be paid in Twenty Four (24) equal monthly installments of Two Hundred Ninety Three Dollars and 98 cents ($293.98), including principal and interest. The first installment of $293.98 will be paid on the 10th day of May, 1979 and thereafter a like amount on the 10th day of each succeeding month with the remaining balance of said principal sum to be paid on the 10th day of April, 1981.

all of said notes bearing ~~six~~ 8 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, Mary Friel Brown, unmarried

have this day bargained and sold, and do hereby transfer and convey unto the said Wade Phelps, unmarried, his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Being part of Lot No. 1 and all of Lot No. 2 on the Map of Williams and Valentino's Subdivision of Lots Nos. 3 and 4 of Thomas Woodard's Plan, as of record in Plan Book 2, page 33, Chancery Court at Nashville, described as follows:

Beginning on the northerly margin of Buchanan Street at the corner of Lots Nos. 2 and 3; thence with the line between said two lots, northwardly 133 1/3 feet; thence eastwardly 100 feet to the westerly margin of Owen Street; thence with said Street, southwardly 70 feet to the northeast corner of the property conveyed to Roger T. Pickford and wife, Mary Pickford, by deed from Mamie E. Smith, of record in Book 2101, page 634, Register's Office for said County; thence with Pickford's northerly line, westwardly 42 feet to their northwest corner thence with their westerly line, southwardly 78 feet to the northerly margin of Buchanan Street; thence with said Street, westwardly 60.2 feet to the beginning.

Being the same property conveyed to Mary Friel Brown by deed from C. F. Williams, Maribelle Williams and Elva Ruth (Williams) Seward, as of record in Book 4258, page 95, Register's Office for Davidson County, Tennessee

~~Unimproved~~ ( ) This is improved ( ) property, known as 1012 Buchanan St. Nashville, Tennessee

(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 Mary Friel Brown, her 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 taxes for 1979 which have been prorated and assumed by grantee. I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said Wade Phelps, his 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 me in hand paid, I, the said Wade Phelps

do hereby transfer and convey unto J. C. Summers, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Wade Phelps 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 $13,000.00 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.

I 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 I 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 I, the said Wade Phelps 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 I 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; I 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. I 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. I 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 Wade Phelps, his 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 J. C. Summers, 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 Mary Friel Brown and Wade Phelps hereunto set our hands at Nashville, Tennessee, this the 30th day of March 1979

Mary Friel Brown

Wade Phelps

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Adelaide V. Midkiff, a Notary Public in and for said County and State, the within named Mary Friel Brown

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 29th day of March, 1979

Commission Expires 10/17/82

Adelaide V. Midkiff, Notary Public.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF _____
County.

Personally appeared before me, Adelaide V. Midkiff, a Notary Public in and for said County and State, the within named Wade L. Phelps

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, Tenn. this 30th day of March, 1979

Commission Expires 10/17/82

Adelaide V. Midkiff, Notary Public.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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.....

Commission expires ....., Notary Public.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Mary Friel Brown
unmarried

TO
Wade Phelps, unmarried

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 2 3 0 3 7.

IDENTIF. REFERENCE

APR 9 2 20 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Wade Phelps (NAME)	Same (NAME)	81-7
2202 Albion St. Apt. A (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	518
Nashville, Tenn. 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	02 W 09560

THIS INSTRUMENT WAS PREPARED BY

James C. Summers, Attorney
300 Court Square Bldg.
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 13,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF March 1979

Notary Public

MY COMMISSION EXPIRES: 10/17/82

(AFFIX SEAL)

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

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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
			13000.00-	CO
			6500.00-	MO
			33.80	CO TX
			4.50	MO TX
			.50	PRFEE
			8.00	WDEED
			CHECK	46.80-
4649	A	04/09/79	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.23037.

IDENTIF. REFERENCE

APR 9 2 20 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 676051