INSTALLMENT DEED

For and in Consideration of the sum of Eight Thousand Nine and 92/100 ($8,009.92)----------Dollars, of which Seven Hundred Fifty and No/100 ($750.00)----------Dollars, has been paid in cash by John H. Shannon and wife, Ella Sue Shannon the receipt of which is hereby acknowledged, and for the remainder Seven Thousand Two Hundred Fifty-Nine and 92/100 ($7,259.92)----------Dollars, the said John H. Shannon and wife, Ella Sue Shannon have (1) Assumed the balance due on an existing Promissory Note in the amount of $5,850.92 which is secured by an Installment Deed of record in Book 4852, Page 123, Register's Office for Davidson County, Tennessee; and (2) have executed a Promissory Note in the amount of $1,409.00, which constitutes a second mortgage, said note to bear interest at the rate of 13% per annum, and to be paid at the rate of $30.00 per month until paid in full, said note being payable to Lucien Dale, and secured by the trust established in this instrument,

said notes bear interest at 8% and 13% respectively, 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 W. Dismukes and wife, Kathleen T. Dismukes have this day bargained and sold, and do hereby transfer and convey unto the said John H. Shannon and wife, Ella Sue Shannon, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the west 17-1/2 feet of Lot No. 7 and the east 32-1/2 feet of Lot No. 8 of the James Burns Subdivision, as of record in Book 421, Page 40, Register's Office for said County.

Said part of said lots front 50 feet on the Northerly side of Petway Avenue and runs back between parallel lines,150 feet to an alley.

Being the same property conveyed to John W. Dismukes and wife, Kathleen T. Dismukes by deed from Willie B. Parham and wife, Barbara Jean Parham, of record in Book 4852, Page 123, said Register's Office.

This is (unimproved) (improved XX) property, know as 905 Petway Avenue, Nashville, Tennessee 37206
(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 John H. Shannon and wife, Ella Sue Shannon, their heirs and assigns forever. We covenant that we are 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 as herein stated.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said John H. Shannon and wife, Ella Sue Shannon, 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 John H. Shannon and wife, Ella Sue Shannon

do hereby transfer and convey unto James C. Dale III, 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 John H. Shannon and wife, Ella Sue Shannon 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 $8,000.00 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.

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 John H. Shannon and wife, Ella Sue Shannon 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. 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 John H. Shannon and wife, Ella Sue Shannon 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 James C. Dale III, 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 John W. Dismukes and wife, Kathleen T. Dismukes and John H. Shannon and wife, Ella Sue Shannon hereunto set our hands at Nashville, Tennessee, this the 14th day of June 19 79

John W. Dismukes

Kathleen T. Dismukes

John H. Shannon

Ella Sue Shannon

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named John W. Dismukes and wife, Kathleen T. Dismukes and John H. Shannon and wife, Ella Sue Shannon,

the bargainor, 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 14th day of June, 19 79

Commission Expires Apr 21, 1982 Lucien Dale, Notary Public.

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 5451 PAGE 176

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)

INSTALLMENT DEED

FROM
JOHN W. DISMUKES, ET UX

TO
JOHN H. SHANNON, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 35046

IDENTIF. REFERENCE

JUN 18 12 21 PM '79

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John H. Shannon and wife, Ella Sue Shannon (NAME)	Same (NAME)	Map 82-4
905 Petway Avenue (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Parcel# 382
Nashville, Tenn. 37206 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	19665-27W

THIS INSTRUMENT WAS PREPARED BY

Prepared by
Kenneth Dale
Atty
1406 Nashville Trust Bldg.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 8,009.92 x John H. Shannon
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF June, 19 79

Notary Public

MY COMMISSION EXPIRES: Apr 21, 1983

(AFFIX SEAL)

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

BOOK 5451 PAGE 177

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

80.50- CO
1409.00- MO
20.80 CO TX
.50 PRFEE
8.00 WDEED
CHECK 29.30-
0121806/18/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 35046

IDENTIF. REFERENCE

JUN 18 12 21 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 691038