INSTALLMENT DEED

For and in Consideration of the sum of Thirty Thousand & No/100 - ($30,000.00) - - - - - - - - - - - - - - - - Dollars,

of which Five Thousand & No/100 - Dollars,

has been paid in cash by Charles R. Jennings and wife, Janice A. Jennings

the receipt of which is hereby acknowledged, and for the remainder of Twenty-Five Thousand & No/100 - - - - - - - - - ($25,000.00) - - - - - - - - - - - - - - - - Dollars,

the said Charles R. Jennings and wife, Janice A. Jennings have executed their promissory note for $25,000.00, payable in 180 monthly installments of $268.66, including principal and interest at 10% per annum, the first payment of $268.66 due and payable August 2nd, 1979 and each succeeding month thereafter until paid in full.

all of said notes bearing six 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, Mamie H. Loring, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said Charles R. Jennings and wife, Janice A. Jennings, their heirs and assigns,

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

Being Lot No. 38 on the Plan of Edgefield Land Company's First Subdivision, as of record in Book 57, Page 130, Register's Office for said County.

Said Lot No. 38 fronts 50 feet on the northerly side of Shelby Avenue and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to Mamie H. Loring, unmarried, by deed from Marion A. Myers and wife, Marjorie N. Myers, dated December 8th, 1964, of record in Book 3840, Page 458, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1807 Shelby Avenue (House Number) (Street) Nashville, TN 37206 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 Charles R. Jennings and wife, Janice A. Jennings 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. 1979 taxes are pro-rated and assumed by grantees.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Charles R. Jennings and wife, Janice A. Jennings, 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 me in hand paid, we, the said Charles R. Jennings and wife, Janice A. Jennings do hereby transfer and convey unto Jon L. Setzer, 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 Charles R. Jennings and wife, Janice A. Jennings 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 value 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 Charles R. Jennings and wife, Janice A. Jennings 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; if 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 Charles R. Jennings and wife, Janice A. Jennings, their 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 Jon L. Setzer, 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 Mamie H. Loring, unmarried and Charles R. Jennings and wife, Janice A. Jennings hereunto set our hands at Nashville, Tennessee, this the 9th day of July 1979

Mamie H Loring

Charles R Jennings

Janice A. Jennings

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Margaret A. Cate, a Notary Public in and for said County and State, the within named Mamie H. Loring, unmarried and Charles R. Jennings and wife, Janice A. Jennings

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 9th day of July, 1979

Margaret A Cate, Notary Public.

Commission Expires November 23, 1980

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 }

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

Mamie H. Loring, unmarried

TO

Charles R. Jennings and wife,

Janice A. Jennings

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Jul 17 11 08 AM '79

IDENTIF. REFERENCE

RUSH

F 4 0 4 6 1 :

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles R. Jennings, et ux (NAME)	Same (NAME)	Map 83-14
1807 Shelby Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 332
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

George H. Cate, Jr.

George H. Cate, Jr., Attorney
1101 Stahlman Building
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 30,000.00 Charles R. Jennings
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF July, 19 79.

Margaret H. Cate
Notary Public

MY COMMISSION EXPIRES: 11-23-80

(AFFIX SEAL)

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

BOOK 5466 PAGE 244

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
			30000.00- CO	
			25000.00- MO	
			78.00 CO TX	
			23.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CASH	113.50-
6925A	07/17/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 46461
To Ref.
July 17 79' 11:08 AM
Felix Z. Wilson II. Reg
Davidson Cty, TN

No. 697643