INSTALLMENT DEED

For and in Consideration of the sum of ($22,500.00)

Twenty Two Thousand Five Hundred and 00/100 ($22,500.00) Dollars,

of which Five Thousand Five Hundred and 00/100 ($5,500.00) Dollars,

has been paid in cash by Beverly E. Eslick

the receipt of which is hereby acknowledged, and for the remainder of $17,000.00

Seventeen Thousand and 00/100 ($17,000.00) Dollars,

the said Beverly E. Eslick has

Executed an Installment Deed Note of even date herewith in the principal sum of Seventeen Thousand and 00/100 ($17,000.00) Dollars payable to Lucille Donoho in 180 Monthly Installments as follows: On the 1st day of September, 1979, the sum of One Hundred Eighty Two and 69/100 ($182.69) Dollars, and thereafter a like amount on the 1st day of each succeeding month until the amount of both principal and interest are paid in full, said monthly installments to be applied first to interest on the principal balance at the rate of 10% per annum and the balance of said monthly installment to be applied to principal.

all of said notes bearing ~~six~~ ten 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, Lucille Donoho, a widow

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

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

BEGINNING at an iron pin in the west margin of an unnamed street, said pin being 209.5 feet southwesterly from an iron pin in a rock wall, the same being the northeast corner of a 2.94 acre tract of land conveyed by deed to A. J. Coleman and wife, Edith Coleman from Mrs. A. J. McGaughey as shown on an unrecorded plan on file in the office of the Davidson County Engineer, the deed for said property being of record in Book 1511, page 295, R.O.D.C. Tennessee; thence along the westerly margin of said unnamed street, S. 44 Degrees 15' W. 100 feet to an iron pin in the west margin of said street; thence N. 42 Degrees 55' W. 147.4 feet to an iron pin in the east line of the Davidson County Quarry Property; thence along the said east line of the Quarry Property N. 26 Degrees 10' E. 110 feet to an iron pin; thence S. 41 Degrees 59' E. 181.8 feet to the point of beginning and containing 0.4 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM is that portion of the premises conveyed to the Metropolitan Govt. of Nashville and Davidson County, Tennessee, by deeds of record in Book 4871, page 349 and Book 3670, page 215, Register's Office for Davidson County, Tennessee, to which reference to both instrument is here made for a more particular description.

BEING property conveyed to L. D. Donoho and wife, Lucille Donoho, by deed from A. J. Coleman and wife, Edith Coleman, of record in Book 2647, page 306, Register's Office for Davidson County, Tennessee. The said L. D. Donoho having since died.

This is unimproved ( ) improved (X) property, known as 5007 Ruskin Ave. Nashville, Tenn. 37216
(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 Beverly E. Eslick , 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.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Beverly E. Eslick, 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 me in hand paid, I, the said Beverly E. Eslick

do hereby transfer and convey unto Paul G. Blankenship, 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 Beverly E. Eslick 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 $17,000.00 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 If 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 Beverly E. Eslick 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; If 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. 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 Beverly E. Eslick 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 Paul G. Blankenship, 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 Lucille Donoho and Beverly E. Eslick hereunto set our hands at Nashville, Tennessee, this the 20th day of July 1979

Lucille Donoho

Beverly E. Eslick

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Lucille Donoho and Beverly E. Eslick

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 20th day of July, 19 79

Paul G. Blankenship, Notary Public.

Commission Expires August 6, 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 }

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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 .....

..... , Notary Public.

Commission expires .....

(over for additional acknowledgements)

F 41236

IDENTIFICATION REFERENCE

JUL 20 11 25 AM '79

FELIX A. POTTER REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TORLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Beverly E. Eslick (NAME)	Beverly E. Eslick (NAME)	Map 61-4
5007 Ruskin Avenue (STREET ADDRESS OR ROUTE NUMBER)	5008 Ruskin Avenue (STREET ADDRESS)	Parcel 25
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	15DZ 26255

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 22,500.00 Beverly E. Eslick
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF July, 1979

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: August 6, 1980

(AFFIX SEAL)

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

BOOK 5468 PAGE 448

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

2[illegible].00-	CO	
170[illegible].00-	MO	
66.50	CO TX	
15.00	MO TX	
.50	PRFE[illegible]	
12.00	MDE[illegible] D	
	CHECK	86.00-
7904A07/20/79	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-41236

IDENTIFICATION REFERENCE

JUL 20 11 25 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 698595