INSTALLMENT DEED 30- CHECK

For and in Consideration of the sum of Ten THousand & No/100 ($10,000.00) Dollars,

of which One Thousand-Six Hundred Ninety Two & 72/100 (1,692.72) Dollars,

has been paid in cash by Herman B. Young & Wife Johnnie Mae Young

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand-Three Hundred Seven & 28/100 (8,307.28) Dollars,

the said Herman B. Young & Wife Johnnie Mae Young have executed one promissory note of even date herewith payable to the order of Robert J. Howell in the principal sum of $8,307.28, payable in 107 consecutive monthly installments of $111.01 each including principal and interest at the rate of 8 1/2 per cent per year on the unpaid principal balance, the first installment being payable August 1, 1979.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX 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, Robert J. Howell

have this day bargained and sold, and do hereby transfer and convey unto the said Herman B. Young & Wife Johnnie Mae Young, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being Lot No. 38 on the plan of Idleweld, as of record in Book 161, page 120, Register's Office for said County.

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

Being the same property conveyed to Robert J. Howell, by deed from William F. Brewer and Grace Brewer James of record in Book 4649, page 380, Register's Office for Davidson County, Tennessee

Janet B. Howell, wife of Robert J. Howell, executes this deed for the purpose of conveying her homestead and any other marital rights in and to the above described real estate.

This conveyance by Robert J. Howell is subject to the rights, if any, of the grantee under a certain deed of trust heretofore executed by the said Herman B. Young and wife Johnnie Mae Young, to Gail Gentry, Trustee of record in Book 5227, page 965, said Register's Office, but the parties to this installment deed expressly agree and assert that the lien, if any, of said deed of trust is subordinate to the vendor's lien herein retained and the conveyance herein to Leroy J. Ellis, III, Trustee.

This is unimproved ( ) improved (X) property, known as 1103 Halcyon Avenue, Nashville, Tennessee 37204
(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 Herman B. Young & Wife Johnnie Mae Young, their 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 as stated above.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Herman B. Young & Wife Johnnie Mae Young 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 Herman B. Young & Wife Johnnie Mae Young

do hereby transfer and convey unto Leroy J. Ellis, 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 Herman B. Young & Wife Johnnie Mae Young 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 $8,500.00 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 Herman B. Young & Wife Johnnie Mae Young 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 the said trustors, 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 Leroy J. Ellis, 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 Robert J. Howell, Janet B Howell Herman B. Young and Johnnie Mae Young hereunto set our hands at Nashville Tennessee, this the 1st day of July 19 79

Robert J. Howell
Janet B Howell
Herman B. Young
Johnnie Mae Young

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Peggy B. Walker, a Notary Public in and for said County and State, the within named Robert J. Howell & Janet B. Howell

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 16th day of July, 19 79

Peggy B. Walker, Notary Public.

Commission Expires 1/15/83

STATE OF Tennessee
Davidson County.

Personally appeared before me, Carol J. Howell, a Notary Public in and for said County and State, the within named Herman B. Young & Johnnie Mae Young

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 16 day of July, 19 79

Carol J. Howell, Notary Public.

Commission Expires 1-15-83

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5514 PAGE 154

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

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 5.7.6.4 0

IDENTIF. REFERENCE

OCT 15 12 05 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Herman B. Young et ux (NAME)	Herman B. Young (NAME)	Map 118-1
1103 Halcyon Avenue (STREET ADDRESS OR ROUTE NUMBER)	1103 Halcyon Avenue (STREET ADDRESS)	Parcel 154
Nashville, Tenn. 37204 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37204 (CITY) (STATE) (ZIP)	22W 13240

THIS INSTRUMENT WAS PREPARED BY

LEROY J. ELLIS, III
421 Charlotte Avenue
Nashville, Tennessee, 37219

Mail to

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,000.00 Johnnie Mae Young
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE

10 DAY OF July, 19 79

Notary Public

MY COMMISSION EXPIRES: 5/22/81

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5514 PAGE 155

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

10000.00- CO
8507.28- MO
26.00 CO TX
6.30 MO TX
.50 PRFEE
12.00 WDEED
CHECK 44.80-
8573A10/15/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 5 7 6 4 U

T
IDENTIF. REFERENCE

OCT 15 12 05 PM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 718678