INSTALLMENT DEED

For and in Consideration of the sum of FIFTY ONE THOUSAND and no/100 ($51,000.00) Dollars, of which SEVENTEEN THOUSAND FOUR HUNDRED TWENTY THREE and 29/100 ($17,423.29) Dollars, has been paid in cash by FRANCES M. HINRICHS, the receipt of which is hereby acknowledged, and for the remainder THIRTY THREE THOUSAND FIVE HUNDRED SEVENTY SIX and 71/100 ($33,576.71) Dollars, the said FRANCES M. HINRICHS has assumed and agreed to pay the remaining balance of a note in the original amount of $15,500.00 described in and secured by a trust deed from JOHN R. HOUSE ET UX to FRANKLIN G. CLARK, Trustee, of record in Book 3481, page 285, Register's Office for Davidson County, Tennessee, to which reference is here made for particulars, and for the remaining balance of $24,000.00 has executed and delivered her one principal note payable to the order of MARVIN G. RACKARD and wife, MARY RUDD RACKARD, the Grantors herein, with interest from date hereof at the rate of 10½% per annum upon the unpaid principal balance as set out therein, privilege being reserved of paying any part of said unpaid principal balance on or before any due date,

All of said notes bearing six percent 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, we, MARVIN W. RACKARD and wife, MARY RUDD RACKARD,

have this day bargained and sold, and do hereby transfer and convey unto the said FRANCES M. HINRICHS, a widow, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 1103 on the Plan of Brentwood Hall, Section XI, as of record in Book 2331, page 134, Register's Office for said County.

SAID LOT No. 1103 fronts 105 feet on the northerly side of EATHERLY DRIVE and runs back between lines, 207.2 feet on the westerly line and 205.0 feet on the easterly line to a dead line in the rear, measuring 105 feet on said dead line.

BEING the same property conveyed to MARVIN W. RACKARD and wife, MARY RUDD RACKARD, by deed from HAROLD E. BENNETT, a widower, of record in Book 4529, page 1, said Register's Office.

THIS CONVEYANCE IS MADE SUBJECT TO:
the above mentioned trust deed recorded in Book 3481, page 285; restrictions set out in Book 2543, page 155; and building set-back lines and easements set out in Book 2331, page 134, said Register's Office to all of which reference is here made for particulars; and to 1979 real estate taxes which have been prorated as of date hereof.

This is unimproved ( ) improved (X) property, known as 416 (House Number) EATHERLY DRIVE (Street), NASHVILLE (P. O. Address:), TENNESSEE (City or Town), 37220 (Zip Code).

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said FRANCES M. HINRICHS, her 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 set out.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said FRANCES M. HINRICHS, 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 FRANCES M. HINRICHS, a widow,

do hereby transfer and convey unto B. ROY KENNEDY, JR., 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 FRANCES M. HINRICHS,

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 $ 35,000. fire & E. C. 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 FRANCES M. HINRICHS, 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. 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 said FRANCES M. HINRICHS, her 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 B. ROY KENNEDY, JR., 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 MARVIN W. RACKARD and wife, MARY RUDD RACKARD, and FRANCES M. HINRICHS hereunto set our hands at Nashville, Tennessee, this the 9th day of November, 1979.

Marvin W. Rackard
MARVIN W. RACKARD, Grantor

Mary Jane Rudd Rackard
MARY RUDD RACKARD, Grantor

Frances M. Hinrichs
FRANCES M. HINRICHS, a widow

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named MARVIN W. RACKARD and wife, MARY RUDD RACKARD, and FRANCES M. HINRICHS, a widow,

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 November, 1979.

Jo Ann Smith, Notary Public.

Commission Expires Feb. 12, 1983

JO ANN SMITH NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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
MARVIN W. RACKARD ET UX

TO
FRANCES M. HINRICHS, a widow

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 6 3 0 4 5
F63045

IDENTIF. REFERENCE

Nov 13 11 24 AM '79

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Mail: Balin & Hinrichs
121 Union St
Nashville, Tenn
37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
FRANCES M. HINRICHS (NAME)	FIRST & MID SOUTH MORTGAGE CO. (NAME)	160-4/52
121 UNION STREET (STREET ADDRESS OR ROUTE NUMBER)	NASHVILLE CITY BANK BUILDING (STREET ADDRESS)	FB 6DU 38435
NASHVILLE, TENNESSEE 37201 (CITY) (STATE) (P. O. ZIP)	NASHVILLE, TENNESSEE 37201 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

B. ROY KENNEDY, JR., Attorney
121 UNION STREET
NASHVILLE, TENNESSEE 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 51,000.00 Frances M. Hinrichs
Affiant FRANCES M. HINRICHS

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

Jo Ann Smith
Notary Public

MY COMMISSION EXPIRES: Feb. 12, 1983

(AFFIX SEAL)

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

BOOK 5529 PAGE 948

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
			51055.00- CO	
			24005.00- MO	
			132.60 CO TX	
			25.00 MO TX	
			.50 PRFEE	
			12.00 MORTGD	
			CHECK	167.10-
5257411/13/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.6.3045

T
IDENTIF. REFERENCE

Nov 13 11 24 AM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 725155