INSTALLMENT DEED

For and in Consideration of the sum of Twenty Three Thousand One Hundred ~~One~~ & no/100 Dollars, more or less, ~~Dollars~~

of which One and no/100---------------------- Dollars,

has been paid in cash by Kenneth W. Gatlin, a single man,

the receipt of which is hereby acknowledged, and for the remainder Twenty Three Thousand One Hundred , more or less, Dollars,

the said Kenneth W. Gatlin has assumed and agrees to pay the balance of a first mortgage of record in Book 5212, page 342, R.O.D.C.,Tennessee; the balance of a note in original amount of $7,489.00 secured by Trust Deed from Howard E.Walker, et ux, to Glendon M. Fisher, Jr., Trustee, and for the balance of $4,000.00 grantee, Kenneth W. Gatlin, has executed and delivered his promissory real estate lien note in said amount payable to the order of grantors with interest at 12% per annum compounded quarterly and accumulating during pay period of the $7,489.00 note, the first payment falling due on March 1, 1982 and monthly thereafter until March 1,1984 when said note both principal and interest is payable in full or said $4,000.00 is payable in full if sold or refinanced before March 1,1984, the payment due on March 1, 1982 and monthly thereafter until March 1, 1984 are $100.00 each.

~~xxxxx~~said note ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ 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, Howard E. Walker and wife, Joyce E. Walker

have this day bargained and sold, and do hereby transfer and convey unto the said

Kenneth W. Gatlin, his heirs and assigns,

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

Being Lot No. 6 of Block 6 on the plan of Charlotte Park, 2nd Addition to Nashville, of record in Book 57, pages 160 and 161, Register's Office for said County.

Said Lot No. 6 fronts 50 feet on the northerly margin of Park Avenue, formerly First Avenue, and extends back between parallel lines 150 feet to an alley.

Being the same property conveyed to Howard E. Walker and wife, Joyce E. Walker by deed from Jonathan Lee, Jr. and Jeffrey S. Brock of record in Book 5400, page 401, Register's Office for Davidson County, Tennessee.

The escrow account with Churchill Mortgage Corporation and the insurance on the property is assigned to grantee.

This instrument was prepared by J. B. Watson, Jr., Attorney, 3805 Gallatin Road, Nashville, Tennessee 37216

This is unimproved ( ) / improved (X) property, know as 3322 Park Avenue, Nashville, Tennessee 37209
(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 Kenneth W. Gatlin, his 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 set out herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Kenneth W. Gatlin, his 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 Kenneth W. Gatlin

do hereby transfer and convey unto J. B. Watson, 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 Kenneth W. Gatlin 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 $20,000.00 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 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 Kenneth W. Gatlin 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 Kenneth W. Gatlin 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 J. B. Watson, 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 Howard E. Walker and wife, Joyce E. Walker and Kenneth W. Gatlin hereunto set our hands at Nashville, Tennessee, this the 12 day of Dec. 19 79

Howard E Walker

Joyce E Walker

Kenneth W. Gatlin

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edna S. Woods, a Notary Public in and for said County and State, the within named Howard E. Walker, Joyce E. Walker and Kenneth W. Gatlin

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 12 day of December, 19 79

Edna S Woods, Notary Public.

Commission Expires 4-18-1982

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
Howard E. Walker, et ux

TO
Kenneth W. Gatlin

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 67927

IDENTIF. REFERENCE

DEC 13 10 24 AM '79

FELIX Z. ALLISON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kenneth W. Gatlin (NAME)	Churchill Mortgage Corporation (NAME)	92-13
4017 Darlene Drive (STREET ADDRESS OR ROUTE NUMBER)	1835 Savoy Drive,N.E.Suite 300 (STREET ADDRESS)	99
Antioch, Tenn.37013 (CITY) (STATE) (P. O. ZIP)	Atlanta, Ga. 30341 (CITY) (STATE) (ZIP)	11W-70330

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 23,100.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF December 19 79.

Notary Public

MY COMMISSION EXPIRES: 4-18-1982

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5543 PAGE 307

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
			23100.00-	CO
			4000.00-	MO
			60.06	CO TX
			2.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	74.56-
1614A12/13/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F67927

IDENTIF. REFERENCE

Dec 13 10 24 AM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 731319