INSTALLMENT DEED

For and in Consideration of the sum of One ($1.00) Dollar Dollars, of which One ($1.00) Dollar Dollars, has been paid in cash by Thomas Richard Malone, and Wife, Betty Jean Malone the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand ($20,000) Dollars Dollars, the said Thomas Richard Malone, and Wife, Betty Jean Malone have this day executed a note in the amount of Twenty Thousand ($20,000) Dollars with interest, at the rate of Ten (10%) percent per annum, for a period of Ten (10) years. Said payments shall be in the amount of Two Hundred Sixty Four Dollars and Thirty One Cents ($264.31) per month, said monthly payments include principal and interest, for a period of 120 months. First payment shall be due on the 1st day of August, 1980, and continue for a period of 120 months, 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, I, Lillian J. Rodgers Perry, (M. W. Rodgers, deceased, said Lillian J. Rodgers Perry is a widow woman)

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas Richard Malone, and Wife, Betty Jean Malone, and their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. fifteen (15) and sixteen (16) on the plan of W. S. Settle's re-subdivision of certain lots in North Nashville Real Estate Company's Plan, as of record in Book No. 57, Page 71, Register's Office of Davidson County, Tennessee. Said Lots Nos. fifteen (15) and sixteen (16) front fifty (50) feet each on the southerly side of Buchanan Street, formerly Carroll Street, and run back between parallel lines 150 feet to Central Avenue, Lot No. 15 running back with the westerly margin of Jenkins Street.

This is the same property which was conveyed to M. W. Rodgers, and Wife, Lillian J. Rodgers, by Warranty Deed from G. F. Merryman, and Wife, Elsie Merryman, said Deed bearing date of February 18, 1935, and of record in Book No. 44, Page 640, Register's Office of Davidson County, Tennessee.

The purchasers assume and agree to pay City and State and County taxes on the above described property for the year 1980.

This is unimproved ( ) improved (X) property, known as 819 & 821 Buchanan Street, Nashville, TN 37208
(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 Lillian J. Rodgers Perry, a widow woman 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 myself and heirs and representatives, to warrant and forever defend the title to said real estate to said Thomas Richard Malone, and Wife Betty Jean Malone 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 Thomas Richard Malone, and Wife, Betty Jean Malone do hereby transfer and convey unto Sam E. Wallace, Sr., Attorney, 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 Thomas Richard Malone, and Wife, Betty Jean Malone 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 $15,000.00 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.

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 Thomas Richard Malone, and Wife, Betty Jean Malone 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; or 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 Thomas Richard Malone, and Wife, Betty Jean Malone 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 Sam E. Wallace, Sr., Attorney, 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 Lillian J. Rodgers Perry, a widow woman and Thomas Richard Malone, and Wife, Betty Jean Malone hereunto set our hands at Nashville, Tennessee, this the 13 day of July 1980

x Lillian J. Rodgers Perry

x Betty Jean Malone

x Thomas Richard Malone

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Patricia A. McCoy, a Notary Public in and for said County and State, the within named Lillian J. Rodgers Perry, a widow woman, and Thomas Richard Malone, and Wife, Betty Jean Malone

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, Davidson County, Tennessee, this 15th day of July, 1980

Commission Expires Oct. 15, 1983

Patricia A. McCoy, Notary Public.

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 }

BOOK 5624 PAGE 596

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 97597

IDENTIF. REFERENCE

JUL 15 12 03 PM '80

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

LILLIAN JR. RODGERS PERRY, a widow woman

TO

THOMAS RICHARD MALONE, and wife, BETTY JEAN MALONE

1147 - Cherbrough
Attorneys Title Company
Titles Guaranteed
Mail
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas R. Malone, et ux. (NAME)	Thomas Richard Malone, et ux. (NAME)	Map 81-8,
819 & 821 Buchanan St. (STREET ADDRESS OR ROUTE NUMBER)	819 & 821 Buchanan Street (STREET ADDRESS)	Parcel 321
Nashville, TN 37208 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37208 (CITY) (STATE) (ZIP)	and 320

THIS INSTRUMENT WAS PREPARED BY

SAM E. WALLACE, SR.
Attorney at Law
500 Stahlman Building
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 20,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF July, 19 80

Notary Public

MY COMMISSION EXPIRES: Oct. 15, 1983

(AFFIX SEAL)

07/15 52.50- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5624 PAGE 587

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
			20000.00- CO	
			20000.00- MO	
			52.00 CO TX	
			18.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 82.50-	
9616A07/15/80			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.9.7.5.9.7

IDENTIF. REFERENCE

JUL 15 12 03 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 767908