Prepared by:
Robert N. Skinner, Attorney
601 Exchange Building
Nashville, Tennessee 37201

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

Map-91-6/0236

FOR AND IN CONSIDERATION OF the sum of Thirteen Thousand/One Hundred twenty-one and 50/100 ($13,121.50) - DOLLARS

of which $ 121.50 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees William H. Kennedy and wife, Peggy Ann Kennedy, have executed a note of even date herewith payable to the order of Mollie Feigenbaum and Marilyn Stern in the principal amount of Thirteen Thousand and NO/100 ($13,000.00) Dollars, payable in Two Hundred Forty (240) consecutive monthly installments of One Hundred twenty-five and 46/100 ($125.46) Dollars each, which includes principal and interest at the rate of ten (10%) per entum per annum, the first of said installments being due and payable on the 2nd. day of January, 1980, and a like installment each month thereafter each successive month until the entire balance of both interest and/or principalis paid in full. In the event of default of any installment hereunder of interest and/or principal sum when due, the owner or holder of the within described indebtedness secured herein, has a right to declare the entire unpaid balance of the principal sum plus interest in full to maturity due and payable, but the failure to take advantage of one violation of this entire agreement shall not act as a waiver to take advantage of any subsequent violation, the right being a continuing one.

Grantee herein further agrees to pay Seventeen and 36/100 ($17.36) Dollars each month with each installment for 240 months to be held in escrow for the payment of insurance and taxes.

Berger & Tax Bills

This is improved property known as 5501 Louisiana Avenue, Nashville, Tennessee

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, We, Mollie Feigenbaum and Marilyn Stern

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto William H. Kennedy and wife, Peggy Ann Kennedy

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee being Lot No. 1402 and part of Lot No. 1404 of Block No. 22, Plan No. 2 West Nashville as of record in Book 57, page 172, Register's Office for said County.

Said Lot No. 1402 fronts 35 feet and part of Lot No. 1404 front five feet, together front 40 feet, more or less, on the southerly side of Louisiana Avenue, and runs back between parallel lines with the westerly margin of 55th. Avenue North, formerly 14th. Street, 150 feet to an alley.

Being the same property conveyed to Mollie Feigenbaum and Marilyn Stern, by deed from Abe Pilsk, Trustee, of record in Book 1101, page 360, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 13,121.50
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF August 1980.
Deputy Register

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto 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 grantees 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 $ insurable value 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 interest 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 grantees, 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 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:

4563 08/08/80 51.56 - CHECK

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 advise 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 grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 1st day of JAN. 19 80

William H Kennedy
William H. Kennedy

Peggy Ann Kennedy
Peggy Ann Kennedy

Mollie Feigenbaum
Mollie Feigenbaum

Marilyn Stern
Marilyn Stern

G.I.-550

T
IDENTIF. REFERENCE

AUG 8 10 57 AM '80
FELIX Z. MANSFORD, REGISTER
DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, D. M. Williams Jr., a Notary Public in and for said County and State, the within named William H. Kennedy, Peggy Ann Kennedy, Mollie Feigenbaum and Marilyn Stern 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 1st day of Aug. 1980

Commission Expires 4-17-83 D. M. Williams Jr. Notary Public.

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____ Notary Public

INSTALLMENT DEED

FROM
Mollie Feigenbaum and
Marilyn Stern

TO
William H. Kennedy and wife
Peggy Ann Kennedy

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this _____ day of _____ A. D. 19____
at _____ o'clock _____ M.,
Noted in Book _____ Page _____
Recorded in Book _____ Page _____
Recording Fee $ _____
_____ County Register
By _____ Dept. Reg.

Published by
TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5634 PAGE 885

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
			13121.50- CO	
			13000.00- MO	
			34.06 CO TX	
			11.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 51.56-	
4563A08/08/80			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G01550

IDENTIF. REFERENCE

AUG 8 10 57 AM '80

FELIX Z. WILSON, II
DAVIDSON COUNTY, TENN.

No. 772680