INSTALLMENT DEED

For and in Consideration of the sum of 57,500.00

Fifty Seven Thousand Five Hundred and 00/100 ($57,500.00) Dollars,

of which Fourteen Thousand Five Hundred and 00/100 ($14,500.00) Dollars,

has been paid in cash by Robert E. Ellis and wife, Evelyn Ellis

the receipt of which is hereby acknowledged, and for the remainder of $43,000.00

Forty Three Thousand and 00/100 ($43,000.00) Dollars,

the said Robert E. Ellis and wife, Evelyn Ellis have executed an Installment Deed Note of even date herewith in the principal sum of Forty Three Thousand and 00/100 $43,000.00) Dollars payable to Esta S. Carney in 144 monthly installments as follows: Beginning on the 15th day of September, 1980 the sum of Five Hundred Seven and 70/100 ($507.70) and a like amount on the 15th day of each succeeding month until the amount of both principal and interest are paid in full. Said monthly installments are to be applied first to interest at the rate of 9-3/4% per cent per annum on the balance remaining from time to time and the balance of such monthly installment is to be applied to the principal. Said installments include interest at the rate of 9-3/4% per annum.

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, Esta S. Carney

have this day bargained and sold, and do hereby transfer and convey unto the said Robert E. Ellis and wife, Evelyn S. Ellis, their heirs and assigns,

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

Being Lot No. 13 and the easterly 25 feet of Lot No. 12 on the Map of M. N. Young's Inglewood Annex Subdivision, of record in Book 547, Page 197, Register's Offfice for Davidson County, Tennessee.

Said Lot No. 13 and part of Lot No. 12 adjoin and front together 75 feet on the northerly side of Norvell Avenue and run back between lines, 141 feet,10 inches on the easterly line and 143 feet, more or less, on the westerly line to a dead line measuring 75 feet thereon.

Being the same property conveyed to O. K. Carney and wife, Esta S. Carney by deed from T. H. Darden and wife, Louise L. Darden, of record in Book 1683, Page 547, Register's Office for Davidson County, Tennessee. The said O. K. Carney, having since died.

This is unimproved ( ) improved (X) property, know as 1111 Norvell Avenue, Nashville, Tenn. 37216
(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 Robert E. Ellis and wife, Evelyn S. Ellis 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 my heirs and representatives, to warrant and forever defend the title to said real estate to said Robert E. Ellis and wife, Evelyn S. Ellis, 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 Robert E. Ellis and wife, Evelyn S. Ellis

do hereby transfer and convey unto John T. Blankenship, 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 Robert L. Ellis and wife, Evelyn S. Ellis

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 $ 55,000.00 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 Robert E. Ellis and wife, Evelyn S. Ellis 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; if 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 Robert E. Ellis and wife, Evelyn S.Ellis 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 John T. Blankenship, 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 Esta S. Carney, a widow and Robert E. Ellis and wife, Evelyn S. Ellis hereunto set our hands at Nashville, Tennessee, this the 11th day of August 1980

Esta S. Carney

Robert Ellis

Evelyn S. Ellis

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Esta S. Carney, and Robert L. Ellis and wife, Evelyn S. Ellis

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 11th day of August, 1980

Paul G. Blankenship, Notary Public

Commission Expires July 21, 1984

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 5635 PAGE 789

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.

G01925

IDENTIF. REFERENCE

AUG 12 9 01 AM '80

FELIX Z. PRICE, CLERK AND MASTER
DAVIDSON COUNTY, TENN.

PUSH

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert E. Ellis, et ux (NAME)	Robert E. Ellis, Et Ux (NAME)	Map 61-15
1409 Oakland Acres Dr. (STREET ADDRESS OR ROUTE NUMBER)	1409 Oakland Acres Drive (STREET ADDRESS)	Parcel 225
Madison, Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	Madison, Tennessee 37115 (CITY) (STATE) (ZIP)	15DZ 19455

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 57,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF August, 1980

Notary Public

MY COMMISSION EXPIRES: July 21, 1984

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5635 PAGE 790

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
			57500.00-	CO
			43000.00-	MO
			149.50	CO TX
			41.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	203.00-
5046A08/12/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G O I-9 2 5

IDENTIF. REFERENCE

Aug 12 9 01 AM '80

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TENN.

No. 773145