BOOK 5675 PAGE 21

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
ROBERT M. CONDRA and wife,
EVELYN J. CONDRA

TO
EVELYN J. CONDRA, TRUSTEE

For draftsman's use

J. M. GRISSIM, Attorney
1400 American Trust Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
EVELYN J. CONDRA, Trustee	SAME (NAME)	92-4--337
Forest Hills Apartments (NAME) 2600 Hillsboro Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE
Nov 6 3 35 PM '80
FELIX Z. DYER, REGISTER
DAVIDSON COUNTY, TENN.

61.63 18

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000.00 J.M. Grissim
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF July 19 80

Notary Public

MY COMMISSION EXPIRES: 2-26-84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED THOUSAND and no/100 ($100,000.00) - DOLLARS

of which $ none has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed her Installment Deed Note of even date, payable to Robert M. Condra in the sum of $100,000.00, bearing interest at the rate of six (6%) percent per annum, payable as therein set forth;

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,

Robert M. Condra and wife, Evelyn J. Condra,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Evelyn J. Condra, Trustee for Michael Ray Clardy; Tricia Denise Clardy; Martha Lynn Sherrod and Terri Ann Cook, with full power to sell, mortgage and convey without joinder of beneficiary, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE DESCRIPTION

11/06 367.50- CHECK

This is unimproved ( ) improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 J. M. Grissim, 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 $ _____ 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:

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 July 1980.

Evelyn J. Condra, Trustee for Michael Ray Clardy; Tricia Denise Clardy; Martha Lynn Sherrod and Terri Ann Cook

Robert M. Condra

Evelyn J. Condra

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert M. Condra and wife, Evelyn J. Condra and Evelyn J. Condra, Trustee,

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 July, 1980.

Notary Public.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires Feb. 26, 1984

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am 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 _____.

EXHIBIT "A"

TRACT I:
A certain lot of land situated in the City of Nashville, Davidson County, Tennessee, fronting 60 feet on the North side of Clinton Street and running back between parallel lines, perpendicular to said Street, a uniform distance of 110 feet, more particularly described as follows:
Beginning at a point in the northerly margin of Clinton Street, 223 feet east of Twelfth Avenue North, said point being the southeast corner of a lot of land owned by the Standard Oil Company; thence northwardly, at right angles to Clinton Street and with the east line of the Standard Oil Company's lot, a distance of 110 feet; thence eastwardly, parallel to Clinton Street, a distance of 60 feet to a stake; thence southwardly, perpendicular to Clinton Street, 110 feet to a stake in the north margin of said Clinton Street; thence westwardly, along Clinton Street, 60 feet to the point of beginning, and being a part of Lot No. 100 on the Samuel Watkins Plan of Lots, said Plan being registered in the Office of the Register for Davidson County, Tennessee, in Plat Book 57, page 13, and being a part of the same property described in the following deeds: Deed from the Executor of the Estate of Samuel Watkins to J. W. Thomas, Agent, dated May 1st, 1881, recorded in Deed Book 71, page 273, at said Register's Office. Deed from J. W. Thomas, Jr., et al to The Tennessee Property Company dated May 18th, 1906, recorded in Deed Book 326, page 459, at said Register's Office. Deed from The Tennessee Property Company to The Nashville, Chattanooga & St. Louis Railway dated January 7, 1913, recorded in Deed Book 435, page 452, at said Register's Office.

Being the same property conveyed to Robert M. Condra by deed from The Nashville, Chattanooga & St. Louis Railway, of record in Book 819, page 597, Register's Office for Davidson County, Tennessee.

TRACT II:
Beginning at a point in the northerly margin of Clinton Street, 283 feet east of 12th Avenue North, said point being the southeast corner of a lot of land owned by the Grantee herein; thence northwardly at right angles to Clinton Street and with the east line of the said Grantee's lot, a distance of 110 feet; thence eastwardly, parallel to and 8 feet distant at all points from the center-line of the side tract serving the warehouse on the said Grantee's lot, a distance of 28 feet to a stake; thence southwardly, perpendicular to Clinton Street, 108 feet, more or less, to a stake in the northerly margin of Clinton Street; thence westwardly along the northerly margin of Clinton Street, 28 feet to the point of beginning, containing 3052 square feet, and being part of Lot 101 on the Samuel Watkins Plan of lots, said Plan being registered in Plat Book 57, page 13, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Robert M. Condra by deed from The Nashville, Chattanooga & St. Louis Railway, of record in Book 999, page 74, Register's Office for Davidson County, Tennessee.

TRACT III:
Beginning at a point in the north line of Clinton Street, the southeast corner of the property conveyed to R. M. Condra by The N. C. & St. L. Railway by deed dated March 16, 1936; thence north with the east boundary of said property conveyed to said Condra, a distance of 108.1 feet to a point 8 feet south of the centerline of tract #8; thence eastwardly on a line parallel with and 8 feet distant from said centerline, a distance of 100 feet, more or less, to a point; thence southwardly on a line at right angles with Clinton Street, a distance of 94 feet to a point in the north line of Clinton Street; thence westwardly along the north line of Clinton Street, a distance of 100 feet to the point of beginning.

Being the same property conveyed to Robert M. Condra by deed from The Nashville, Chattanooga & St. Louis Railway, of record in Book 2294, page 141, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description of land conveyed, but expressly EXCLUDED therefrom is the following described property: Being part of Lot No. 100, Plan of Lots of Samuel Watkins as of record in Book 57, page 13, Register's Office for said County. BEGINNING at a point in the northerly margin of Clinton Street, 223 feet east of the east margin of 12th Avenue North; thence north 28° 25' 23" West, 110 feet to a point; thence North 62° 12' 27" East, 28.0 feet to a point; thence South 23° 19' 32" East, 110.33 feet to the north margin of Clinton Street; thence with said margin South 62° 12' 27" West, 18.20 feet to the point of beginning and containing 2,541 square feet. BEING the same property conveyed State of Tennessee Department of Highways by deed from Robert M. Condra and wife, of Record in Book 4332, page 125, Register's Office for Davidson County, Tennessee.

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

RECEIVED OF _____

FOR _____ BOOK 5675 PAGE 24

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
			100000.00-	CO
			100000.00-	MO
			260.00	CO TX
			98.00	MO TX
			.50	PRFEE
			9.00	RDEED
				CHECK 367.50-
			3015A11/06/80	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

61-6318

IDENTIF. REFERENCE T

NOV 6 3 35 PM '80

FELIX Z. WILSON, II
DAVIDSON COUNTY

No. 790523