INSTALLMENT DEED

For and in Consideration of the sum of Seventy-Five THousand and NO/100 ($75,000.00)---------- Dollars, of which Twenty-Five Thousand and NO/100 ($25,000.00)---------- Dollars, has been paid in cash by Stephen T. Young, an unmarried person, the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand and NO/100 ($50,000.00)---------- Dollars, the said Stephen T. Young ha s executed one note dated February 20, 1981, payable to the order of George Byers Garden and Agnes Millie Simester in the principal sum of $50,000.00, payable in 360 consecutive monthly installments of $514.31 each, the first installment being due on March 20, 1981, said installments including principal and interest at the rate of 12 per cent per annum on the unpaid principal balance (said note also being referred to herein in the plural number)

~~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, we, George Byers Garden, a widower and unmarried, andAgnes Millie Simester, a widow and unmarried, have this day bargained and sold, and do hereby transfer and convey unto the said Stephen T. Young, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the Easterly 50 feet of the Westerly one-half of the Southerly one-half of Lot No. 34 on the plan of Belair, as of record in Book 332, page 6, Register's Office for said County.

Said part of Lot No. 34 fronts 50 feet on the Northerly side of Westwood Avenue and runs back between parallel lines 192 feet to a dead line.

Being the same property in which an undivided two-thirds interest was conveyed to Ralph E. Simester and Elsie Garden by deed of record in Book 3309, page 523, Register's Office for said County, and in which an undivided one-third interest was conveyed to Ralph E. Simester by deed of record in Book 4109, page 332, said Register's Office, and in which an undivided one-sixth interest was conveyed to Elsie Garden by deed from Ralph E. Simester, of record in Book 4207, page 114, said Register's Office, and in which an undivided one-half interest was devised to Agnes Millie Simester under the will of Ralph E. Simester, of record in Will Book 106, page 614, County Clerk's Office for Davidson County, Tennessee, and in which an undivided one-half interest was devised to George Byers Garden under the will of Elsie Simester Garden, of record in Will Book 130, page 538, County Clerk's Office for said County.

Conveyance is subject to 1981 property taxes, which are prorated and assumed by Grantee.

This is unimproved (X) improved ( ) property, known as 2712 Westwood Ave., Nashville, TN. 37212
(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 Stephen T. Young, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Stephen T. Young, 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 in hand paid, I, the said Stephen T. Young, an unmarried person,

do hereby transfer and convey unto Leroy J. Ellis, III, 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 Stephen T. Young

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 $50,000.00 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 Stephen T. Young 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; 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 Stephen T. Young, his 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 Leroy J. Ellis, III, 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 George Byers Garden, Agnes Millie Simester and Stephen T. Young hereunto set our hands at Nashville, Tennessee, this the 20 day of February 19 81

Stephen T. Young
Agnes Millie Simester
George Byers Garden

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Carol J. Thomas, a Notary Public in and for said County and State, the within named George Byers Garden, Agnes Millie Simester and Stephen T. Young

the bargainor S, 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 20 day of February, 1981

Commission Expires 5/20/81

Carol J. Thomas, 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 }

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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.

G 30312

IDENTIF. REFERENCE

FEB 23 2 10 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Stephen T. Young (NAME)	New Owner (NAME)	Map 104-15
2712 Westwood Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 299
Nashville, TN. 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	24W 10820

CHECK

02/23 255.50-

Mail

1130

THIS INSTRUMENT WAS PREPARED BY

LEROY J. ELLIS, III
Attorney at Law
412 Charlotte Avenue
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 75,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20 DAY OF February 1981.

Notary Public

MY COMMISSION EXPIRES: 5/20/81

(AFFIX

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

RECEIVED OF _____

FOR _____

BOOK 5713 PAGE 238

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
			75000.00- CO	
			50000.00- MO	
			195.00 CO TX	
			48.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 255.50-	
			1130A02-3781 BW .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 3 0 3 1 2

IDENTIF. REFERENCE

FEB 23 2 10 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 807974