INSTALLMENT DEED

For and in Consideration of the sum of $34,000.00

Thirty Four Thousand and 00/100 ($34,000.00) Dollars,

of which Ten Thousand and 00/100 ($10,000.00) Dollars,

has been paid in cash by Jeffie W. Duty and wife, Maggie Lee Duty

the receipt of which is hereby acknowledged, and for the remainder of $24,000.00

Twenty Four Thousand and 00/100 ($24,000.00) Dollars,

the said Jeffie W. Duty and wife, Maggie Lee Duty have

executed an Installment Deed Note of even date herewith in the principal sum of Twenty Four Thousand and 00/100 ($24,000.00) Dollars payable to Lillie Whitaker in 120 monthly installments as follows: Beginning on the 1st day of July, 1981, the sum of Three Hundred Thirty and 61/100 ($330.61) Dollars and thereafter a like amount of the 1st 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 11% per annum on the amount of principal remaining due from time to time and the balance to be applied to the principal.

all of said notes bearing ~~six~~ eleven 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, Lillie Whitaker

have this day bargained and sold, and do hereby transfer and convey unto the said

Jeffie W. Duty and wife, Maggie Lee Duty, their heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 114 on the Map of Dalewood, Section II, as of record in Book 1835, page 6, Register's Office for said county.

Said Lot No. 114 fronts 82 feet on the westerly side of Ridgecrest Drive and runs back between lines, 189.4 feet on the northerly line and 172.1 feet on the southerly line to a dead line in the rear on which it measures 82.4 feet.

Being the same property conveyed to W. P. Whitaker and wife, Lillie Whitaker by deed from A. L. Phillips and wife, Lillie Mai Phillips, of record in Book 2273, Page 201, Register's Office for Davidson County, Tennessee, parties having since divorced and the interest of said W. P. Whitaker having been divested out of him and to Lillie Whitaker by divorce decree of record in Book 3672, page 315, Register's Office for Davidson County, Tennessee.

Lillie Whitaker and Lillie Woodard Whitaker being one and the same person.

This is improved (X) unimproved ( ) property, known as 2242 Ridgecrest Drive, Nashville, Tn. 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 Jeffie W. Duty and wife, Maggie Lee Duty, their 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 Jeffie W. Duty and wife, Maggie Lee Duty, 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 Jeffie W. Duty and wife, Maggie Lee Duty

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 Jeffie W. Duty and wife, Maggie Lee Duty

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 $ 24,000.00 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 if 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 Jeffie W. Duty and wife, Maggie Lee Duty 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 Jeffie W. Duty and wife, Maggie Lee Duty 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 Lillie Whitaker and Jeffie W. Duty and wife, Maggie Lee Duty hereunto set our hands at Nashville, Tennessee, this the 25th day of May 1981

Lillie Whitaker

Jeffie W. Duty

Maggie Lee Duty

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 Lillie Whitaker and Jeffie W. Duty and wife, Maggie Lee Duty

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 25th day of May, 1981

Commission Expires July 21, 1984

Paul G. Blankenship, 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 5750 PAGE 820

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 43892

IDENTIF. REFERENCE

May 29 1 16 PM '81

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

RUSH

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jeffie W. Duty, et ux (NAME)	Jeffie W. Duty, et ux (NAME)	Map 72-8
2244 Ridgecrest Dr. (STREET ADDRESS OR ROUTE NUMBER)	2244 Ridgecrest Drive (STREET ADDRESS)	Parcel 155
Nashville, Tn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	15DZ 54130

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

$ 34,000 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF May 19 81

Notary Public

MY COMMISSION EXPIRES: 7/ 1981

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5750 PAGE 821

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
			340[illegible].[illegible]- CO	
			240[illegible].[illegible]- MO	
			[illegible].40 CO TX	
			[illegible].00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 12[illegible].90-	
			8334A05/29/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

64.38 92

IDENTIF. REFERENCE

MAY 29 1 16 PM '81

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

No. 824529