INSTALLMENT DEED

For and in Consideration of the sum of $20,350.00

Twenty Thousand Three Hundred Fifty and 00/100 ($20,350.00) Dollars,

of which Three Hundred Fifty and 00/100 ($350.00) Dollars,

has been paid in cash by Samuel Brian Lusty and wife, Pamela Ann Lusty

the receipt of which is hereby acknowledged, and for the remainder of $20,000.00

Twenty Thousand and 00/100 ($20,000.00) Dollars,

the said Samuel Brian Lusty and wife, Pamela Ann Lusty have

executed an Installment Deed Note of even date herewith in the principal sum of Twenty Thousand and 00/100 ($20,000.00) Dollars payable to W. C. Young and wife, Era G. Young, in 240 monthly installments as follows: Beginning on the 30th day of August, 1981, the sum of One Hundred Ninety Three and 01/100 ($193.01) Dollars and thereafter a like amount on the 30th 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 10% per annum on the principal amount remaining due from time to time and the balance to be applied to the principal.

all of said notes bearing ~~six~~ ten 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, W. C. Young and wife, Era G. Young

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

Samuel Brian Lusty and wife, Pamela Ann Lusty, their heirs and assigns,

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

Land in Davidson County, Tennessee, being the easterly 65 feet of the southerly 165 feet of Lot No. 33 on the Plan of George Burrus' Subdivision of Lot No. 81 of the Maplewood Home Tract, as of record in Book 421, page 178, Register's Office for said County.

SAID part of Lot No. 33 fronts 65 feet on the northerly side of Virginia Street and runs back bewteen parallel lines, 165 feet to a line measuring 65 feet thereon.

BEING part of the same property conveyed to W. C. Young and wife, Era G. Young by deed from G. C. Holt and A. L. Murphy, of record in Book 1854, page 167, Register's Office for Davidson County, Tennessee.

The Grantors, W. C. Young and wife, Era G. Young, retain in the above described property a 15ft easement along the easterly side of said property from Virginia Avenue to the rear of said property for purposes of ingress and egress to Parcel 113 on Davidson County, Tenn. property Map 61-11. The easement will terminate when the property to the rear owned by Walter C. Young, et ux is sold or when the lien note on this conveyance is paid in full, whichever occurs first.

This is unimproved ( ) improved (X) property, known as 1003½ Virginia Ave. 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 Samuel Brian Lusty and wife, Pamela Ann Lusty, 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said Samuel Brian Lusty and wife, Pamela Ann Lusty, 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 Samuel Brian Lusty and wife, Pamela Ann Lusty 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 Samuel Brian Lusty and wife, Pamela Ann Lusty 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 $ 20,000.00 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 Samuel Brian Lusty and wife, Pamela Ann Lusty 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 if 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 Samuel Brian Lusty et ux, Pamela Ann Lusty 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 W. C. Young and wife, Era G. Young and Samuel Brian Lusty and wife, Pamela Ann Lusty hereunto set our hands at Nashville, Tennessee, this the 30th day of July 1981

W. C. Young

Era G. Young

Samuel Brian Lusty

Pamela Ann Lusty

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 W. C. Young and wife, Era G. Young and Samuel Brian Lusty and wife, Pamela Ann Lusty

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 30th day of July, 1981

Commission Expires 7/21/84

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 5779 PAGE 696

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 5 4 1 9 1

RUSH

IDENTIF. REFERENCE

AUG 6 2 21 PM '81

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

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Samuel Brian Lusty et ux (NAME)	Samuel Brian Lusty, et ux (NAME)	Map 61-11
1003½ Virginia Ave. (STREET ADDRESS OR ROUTE NUMBER)	1003½ Virginia Avenue (STREET ADDRESS)	Parcel 139
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	15DZ 4435

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

$ 20,350.00 Brian Lusty
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF July 19 81.

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: 7/21/84

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 5779 PAGE 697

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			20350.00- CO	
			20000.00- MO	
			52.78 CO TX	
			18.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	83.28-
0981A08/06/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

65419

IDENTIF. REFERENCE

FEE $ 2 21 PM '81

FELIX Z. WILSON II REGIST
DAVIDSON COUNTY, TENN.

No. 836735