INSTALLMENT DEED

For and in Consideration of the sum of Forty Six Thousand Five Hundred ($46,500.00) and No/100 Dollars, of which Ten Thousand ($10,000.00) and No/100 Dollars, has been paid in cash by Charles J. Fyke the receipt of which is hereby acknowledged, and for the remainder Thirty Six Thousand Five Hundred and No/100 Dollars, the said Charles J. Fyke has executed one promissory note of even date herewith payable to the order of Grantors herein in 131 equal monthly payments of $499.24 each and 1 final payment of $768.67. The first payment is due and payable on the 1st day of November, 1981, and thereafter on the 1st day of each and every succeeding month. Payments to be applied first to payment of interest at the rate of 12% per annum on the unpaid principal sum as shall from time to time remain unpaid, balance to be applied to payment of principal sum until both principal and interest are paid in full.

(Continued on a sheet inserted inside of Deed)

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, Martin Ray, Jr., and wife, Katherine B. Ray

have this day bargained and sold, and do hereby transfer and convey unto the said Charles J. Fyke, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 5th, formerly 7th Civil District of Davidson County, Tennessee, being Lot No. 10 on the Plan of Floravalley, as of record in Book 2900, Page 87, Register's Office for said County.

Said Lot No. 10 fronts 65.0 feet on the south side of Antioch Pike and extends back 285.5 feet on the westerly margin and 253.8 feet on the easterly margin to a thrice broken line on the rear, measuring 92.5 feet thereon.

Being the same property conveyed to Martin Ray Jr., and wife, Katherine B. Ray by deed from C.E. Tidwell and wife, Imogene A. Tidwell of record in Book 3286, Page 587, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1141 Antioch Pike (House Number) (Street) Nashville, TN. 37013 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 Charles J. Fyke, 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. Except as stated

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Charles J. Fyke, 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 me in hand paid, I, the said Charles J. Fyke

do hereby transfer and convey unto Phillip Saindon, 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 Charles J. Fyke

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 $ 46,500.00 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 Charles J. Fyke 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 Charles J. Fyke representatives or assigns.

Included in the amount of the $36,500.00 Note herein above described is the sum of $5,632.53, which is the balance of a Note secured by a First Mortgage to Walter M. Noel & Co. of record in Book 3295, Page 81, said Register's Office.

The Grantors will continue making the monthly payments on said $5,632.53 Note out of the $499.24 monthly payments made by the Grantee herein.

The Grantee agrees to pay to the Grantors on or before December 31st of each year, beginning in 1982, the taxes against the real estate herein described, which the Grantors are paying when they make the monthly payments.

The escrow funds are hereby transferred to the Buyer except he will reimburse the Sellers for November and December 1981.

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 Phillip Saindon, 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 Martin Ray, Jr., and wife, Katherine B. Ray and Charles J. Fyke

hereunto set our hands at Nashville, Tennessee, this the 25th day of September 19 81

Charles J. Fyke

Katherine B. Ray

Martin Ray, Jr.

BOOK 5799 PAGE 681

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Martin Ray, jr., and wife, Katherine B. Ray and Charles J. Fyke

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 25th day of September, 19 81

[illegible], 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 5799 PAGE 682

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)

66177 6

IDENTIF. REFERENCE

SEP 29 12 28 PM '81

REGISTER DAVIDSON COUNTY, TENN.

PAID

INSTALLMENT DEED

FROM
Martin Ray, Jr., and wife,

Katherine B. Ray

TO
Charles J. Fyke

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
(NAME)	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Caesar E. Urrutia, Attorney
P.O. Box 17526
Nashville, TN. 37217

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 46,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF September, 19 81

Notary Public

MY COMMISSION EXPIRES:

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5799 PAGE 683

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
			465[illegible]-00	CO
			3[illegible]-00	MO
			120.90	CO TX
			34.50	MO TX
			.50	PRFEE
			15.00	[illegible]
			CHECK	17[illegible].30-
			[illegible]	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 1 7 7 6

IDENTIF. REFERENCE

SEP 29 12 29 PM '81

[illegible] REGISTER
DAVIDSON COUNTY, TENN.

No. 845725