INSTALLMENT DEED

For and in Consideration of the sum of Fourteen Thousand & no/100 ($14,000.00) Dollars, of which One Thousand & no/100 Dollars, has been paid in cash by John Tucker the receipt of which is hereby acknowledged, and for the remainder of Thirteen Thousand & no/100 Dollars, the said John Tucker has executed an installment deed note for $13,000.00 plus interest at 12% per annum payable $150.00 per month beginning November 1, 1981 and like sum on the 1st day of each month thereafter until the full amount plus interest is paid in full.

all of said notes bearing 12% 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, Dorothy S. Nolan (a widow and formerly Dorothy B. Searcy) have this day bargained and sold, and do hereby transfer and convey unto the said John Tucker his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot #35 in L. H. Davis' sub-division of Lot #41 of the Clifton Plan in the old 13th District of Davidson County, Tennessee which plan is of record in Book 57, Page 100 R.O.D.C., Tenn. Said Lot #35 fronts fifty (50) feet on the west side of Douglas Avenue, now 43rd Avenue, North, and runs back between parallel lines 150 feet to an alley, measuring 50 feet on said alley.

Being the same property conveyed to Dorothy B. Searcy by Deed of Record in Book 923, page 232 R.O.D.C. from Warren B. Sloan, et ux.

This is improved (X) unimproved ( ) property, known as 1013-15, 43rd Ave., N., Nashville, TN
(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 John Tucker 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, except for a month to month tenancy with Marie Armstrong, and 1981 Taxes are pro-rated. I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said John Tucker, and 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 John Tucker

do hereby transfer and convey unto John W. Nolan, 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 John Tucker 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 $10,000.00 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 John Tucker 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; if 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 John Tucker, and or to 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 John W. Nolan, 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 Dorothy S. Nolan and John Tucker hereunto set our hands at Nashville, Tennessee, this the 12th day of October 1981

Dorothy S. Nolan
DOROTHY S. NOLAN

John Tucker
JOHN TUCKER

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Melanie J. Garrison, a Notary Public in and for said County and State, the within named Dorothy S. Nolan

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 12th day of October, 1981

Commission Expires 1-22-84

Melanie J. Garrison, Notary Public.

STATE OF Tennessee
Davidson **County.**

Personally appeared before me, Melanie J. Garrison, a Notary Public in and for said County and State, the within named John Tucker

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 12th day of October, 1981

Commission Expires 1-22-84

Melanie J. Garrison, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5805 PAGE 821

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 DOROTHY S. NOLAN

TO JOHN TUCKER

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 6 3 5 4 9

IDENTIF. REFERENCE

OCT 13 10 15 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John Tucker (NAME)	John Tucker (NAME)	
1013 - 43rd Ave N. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	91-8 57
Nashville Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

JOHN W. NOLAN, III
Attorney at Law
214 Third Avenue, North
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$14,000.00 John Tucker
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF October 1981.

Notary Public

MY ~~COMMISSION~~ EXPIRES: May 24

(~~AFFIX SEAL~~)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5805 PAGE 822

FOR

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
			14000.00-	CO
			13000.00-	MO
			36.40	CO TX
			11.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 59.90-
			2466A10/13/81	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G6354 9

IDENTIF. REFERENCE

OCT 13 10 15 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 847789