INSTALLMENT DEED

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For and in Consideration of the sum of $45,000.00

Forty Five Thousand and 00/100 ($45,000.00) Dollars,

of which Five Thousand and 00/100 ($5,000.00) Dollars,

has been paid in cash by Robert A. Acuff and Frank L. Acuff

the receipt of which is hereby acknowledged, and for the remainder of $40,000.00

Forty Thousand and 00/100 ($40,000.00) Dollars,

the said Robert A. Acuff and Frank L. Acuff have executed an Installment Deed Note of even date herewith in the principal sum of Forty Thousand and 00/100 ($40,000.00) Dollars together with interest at the rate of Ten (10%) percent per annum and payable to Lillian C. Pratt in 120 monthly installments as follows: Beginning on the 5th day of February, 1982, the sum of Five Hundred Twenty Eight and 61/100 ($528.61) Dollars and thereafter on the 5th day of each succeeding month, the amount of Five Hundred Twenty Eight and 61/100 ($528.61) Dollars until the amount of both principal and interest are paid in full. Said monthly installments include interest at the rate of Ten (10%) percent per annum.
The entire indebtedness secured by this Installment Deed shall become immediately due and payable if the hereinafter described property is sold or transferred without the express consent of the Mortagee, Lillian C. Pratt, in writing.

all of said notes bearing 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, I, Lillian C. Pratt, an unmarried person

have this day bargained and sold, and do hereby transfer and convey unto the said Robert A. Acuff and Frank L. Acuff, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of R. W. Brown's Addition to Edgefield, now East Nashville, as of record in Book 21, page 69, Register's Office for said County.
Said Lot No. 3 fronts 50 feet on the southerly side of Main Street and runs back between parallel lines 170 feet to an alley.
Including but excluding therefrom the following described property as set out in the decree in the cause of the Nashville Housing Authority vs. J. R. Conyer, Jr., Rule No. 79657, Third Circuit Court: Beginning at a point, said point being on the southerly margin of Main Street and being the northwest corner of said property; thence with the southerly margin of Main Street in an easterly direction, a distance of 50 feet, more or less, to a point; thence along a line in a southerly direction, a distance of 10 feet, more or less, to a point; thence along a line in a westerly direction, said line being 10 feet south of and parallel to the southerly margin of Main Street, a distance of 50 feet, more or less, to a point; thence along a line in a northerly direction a distance of 10 feet, more or less, to the point of beginning and containing 500 square feet, more or less.
And also, a temporary construction easement which is more fully described as follows: Beginning at a point, said point being located 10 feet below the southerly margin of Main Street on the westerly property line of Parcel No. 33-11-9; thence along a line in a southerly direction a distance of 25 feet, more or less, to a point; thence along an arc in a northeasterly direction a distance of 30 feet, more or less, to a point; said point being located 10 feet south of the southerly margin of Main Street and 30 feet, more or less, west of the westerly property line of said parcel; thence along an arc in a southeasterly direction a distance of 20 feet, more or less, to a point; said point being located 20 feet south of the southerly margin of Main Street on the easterly property line of said parcel; thence along a line in a northerly direction a distance of 10 feet, more or less, to a point; thence along a line in a westerly direction a distance of 50 feet, more or less, to the point of beginning, and containing 275 square feet, more or less.
Being part of the property conveyed to Lillian C. Pratt, by deed from H. L. Pratt, of record in Book 4399, page 434, Register's Office for Davidson County, Tennessee.

Improved Property known as 914 Main Street, Nashville, Tennessee 37206

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert A. Acuff and Frank L. Acuff, 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 Robert A. Acuff and Frank L. Acuff 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 Robert A. Acuff and Frank L. Acuff

do hereby transfer and convey unto Paul G. 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 Robert A. Acuff and Frank L. Acuff 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 $ 30,000.00 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 Robert A. Acuff and Frank L. Acuff 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 Robert A. Acuff and Frank L. Acuff 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 Paul G. 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 Lillian C. Pratt, a single person and Robert A. Acuff and Frank L. Acuff hereunto set our hands at Nashville, Tennessee, this the 5th day of January 1982

Lillian C. Pratt

Robert A. Acuff

Frank L. Acuff

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 Lillian C. Pratt and Robert A. Acuff and Frank L. Acuff

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 5th day of January, 1982

Paul G. Blankenship, Notary Public.

Commission Expires 7/21/84

BLANKENSHIP NOTARY PUBLIC DAVIDSON COUNTY

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)

G 74469

IDENTIF. REFERENCE

JAN 7 11 35 AM '82

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

RUSH

INSTALLMENT DEED

FROM

TO

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.

VOLLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert A. Acuff and Frank L. Acuff	Robert A. Acuff and Frank L. Acuff	Map 82-12
(NAME)	(NAME)	
914 Main Street	914 Main Street	Parcel 316
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37206	Nashville, Tennessee 37206	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

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

$ 45,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF January, 1982

Notary Public

MY COMMISSION EXPIRES: 7/2/84

(AFFIX SEAL)

6230 01/07 157.50 BASIC

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

RECEIVED OF _____

FOR _____ BOOK 5838 PAGE 627

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

[illegible] CO
[illegible] MO
117.[illegible] CO TX
[illegible] MO TX
[illegible] PRFEE
[illegible] MISC
CHECK 137.50-

62308 1/7/82 6

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 7 4 4 6 9

IDENTIF. REFERENCE

JAN 7 11 35 AM '82

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

No. 861015