FILE BOX 4

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Mrs. Thelma Menzie

TO

N. Horace Mann, Jr. and wife,
Barbara E. Mann

For draftsman's use

This instrument prepared by:
Foley & Weiss, Attorneys
1208 Fidelity Federal Building
Nashville, Tennessee 37219

BOOK 5850 PAGE 714

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
N. Horace Mann, Jr. (NAME)	Community Federal Savings & Loan Ass (NAME)	MAP 92-5
3730 Westport Drive (STREET ADDRESS OR ROUTE NUMBER)	2701 Jefferson Street (STREET ADDRESS)	PARS 187 & 188 11W-40565 11W-40570
Nashville, TN 37218 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37208 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

FEB 10 9 08 AM '82

FILED & RECORDED IN REGISTER DAVIDSON COUNTY, TENN.

RUSH

G 79294

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 39,700.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF February, 1982.

Notary Public

MY COMMISSION EXPIRES: 4/22/84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-Nine Thousand Seven Hundred and 00/100 ($39,700.00) DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have:

1. Assumed a promissory note held by Community Federal Savings and Loan Association with an outstanding principal balance of $19,465.71 and secured by a deed of trust of record in Book 4665, page 476, Register's Office for Davidson County, Tennessee; and

2. Executed their joint promissory note of even date herewith in the original principal sum of $10,234.29 and payable in monthly installments of $339.38 each including principal and interest at the rate of 12% per annum, beginning March 1, 1982, balance due February 1, 1985. (Reference is hereby made to said note for complete terms and conditions.)

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expresly retained on the land herein conveyed,

I, Mrs. Thelma Menzie, a resident of the State of Michigan

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

N. Horace Mann, Jr. and wife, Barbara E. Mann

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract I: Being the northerly 4 feet of Lot No. 5, all of Lot No. 6 and the southerly 15 feet of Lot No. 7 of Block No. 43 on the Plan of the Fisk University Place Subdivision, as of record in Book 421, page 4 and 5, Register's Office for said County.

Said part of Lot No. 5, all of Lot No. 6 and part of Lot No. 7 front together 44 feet on the westerly side of 33rd Avenue North, formerly Killarney Street, and run back between parallel lines, 150 feet to an alley.

Tract II: Being the northerly 15 feet of Lot No. 4, and the southerly 21 feet of Lot No. 5 of Block No. 43 on the map of Fisk University Place, as of record in Book 421, Pages 4 and 5, Register's Office for said County.

Said parts of Lots Nos. 4 and 5 front together 36 feet on the westerly side of 33rd Avenue, North, formerly Killarney Street, and run back between parallel lines, 150 feet to an alley.

Description continued on Exhibit "A" attached.

This is unimproved ( ) improved (X) property, known as 905-907 (House Number) 33rd Avenue North (Street) Nashville, Tennessee 37209 (P. O. Address: City or Town) (Postal Zone)

2018 02/10 120.92 - CHECK

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto J. J. Foley, Jr. 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 grantees 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 $ 39,700.00 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 interest 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 grantees, 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; 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 8th day of February 19 82.

Thelma Menzie
Mrs. Thelma Menzie

N. Horace Mann
N. Horace Mann, Jr.

Barbara E. Mann
Barbara E. Mann

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named N. Horace Mann, Jr. and wife, Barbara E. Mann 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 1st day of February, 19 82.

Notary Public

Commission expires 4/22/84

STATE OF MICHIGAN
OAKLAND COUNTY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Thelma Menzie, 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 Detroit, Michigan, this 8th day of February, 1982.

Commission expires: 5/30/83

Notary Public, Oakland County, MI.
STEVEN H. MALACH

EXHIBIT "A"

BOOK 5850 PAGE 716

Being the same property conveyed to Grady Sherrill by deed from Samuel M. McKissack and wife, Olivia J. McKissack, of record in Book 4665, page 474 and by deed from V. H. Dixon of record in Book 4765, page 203, said Register's Office. The said Grady Sherrill having since died and by will of record in Will Book 122, page 424, Probate Court of Davidson County, Tennessee. The property was devised to Mrs. Thelma Menzies.

It is the intent of the parties that Tract II shall be conveyed without warranty of title or siezen; however, the said tract has not been encumbered by any liens resulting by actions of the grantor herein.

Mrs. Thelma Menzie and Mrs. Thelma Menzies being one and the same person.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5850 PAGE 717

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
			397[illegible].[illegible]- CO	
			10834.63- MO	
			103.22 CO TX	
			6.30 MO TX	
			.50 PRFEE	
			9.00 MISC	
			CHECK	120.95-
2016A02/10/02			DAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G79294

IDENTIF. REFERENCE

FEB 10 9 08 AM '02

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

No. 866575