INSTALLMENT DEED

For and in Consideration of the sum of Thirty-Nine Thousand Five Hundred and No/100 ($39,500.00)---------- Dollars, of which Five Hundred Forty-Five and No/100 ($545.00)---------- Dollars, has been paid in cash by David Keith and wife, Martha G. Keith the receipt of which is hereby acknowledged, and for the remainder Thirty-Eight Thousand Nine Hundred Fifty-Five and No/100 ($38,955.00)---------- Dollars, the said David Keith and wife, Martha G. Keith have executed their Promissory Note of even date herewith payable to the order of DR. AND MRS. CYRUS KENDALL, hereinafter referred to as "GRANTORS", due and payable in 191 installments of $300.00 each, the first installment being due on or before April 5, 1982 and a like payment on each succeeding month thereafter on said date until paid in full. Interest is included in each respective payment at the rate of 5% per annum,

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, Cyrus Kendall and wife, Esther Kendall,

have this day bargained and sold, and do hereby transfer and convey unto the said David Keith and wife, Martha G. Keith, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 37 on the unrecorded map of subdivision of Block No. 14 of Anderson Land, an improvement company. Said Lot No. 37 being recorded in Book 1130, Page 37, Register's Office for Davidson County, Tennessee, described as follows:

Fronting 115 feet on the West margin of Nix Avenue and running back westerly between parallel lines 175 feet, more or less, to a point.

Being the same property conveyed to Cyrus Kendall and wife, Esther Kendall, by deed from Herman W. DePriest and wife, Clara May DePriest, of record in Book 5808, Page 704, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (XX) property, know as 211 Nix Drive, Madison, Tennessee 37115
(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 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 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

do hereby transfer and convey unto Larry R. Williams, 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 Trustors

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 $29,500.00 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.

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 Trustors 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 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 Trustors, their order, 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 Larry R. Williams, 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 Cyrus Kendall and wife, Esther Kendall and David Keith and wife, Martha G. Keith have hereunto set our hands at Nashville, Tennessee, this the 31st day of March 19 82

Cyrus Kendall
Cyrus Kendall

Esther Kendall
Esther Kendall

David Keith
David Keith

Martha G. Keith
Martha G. Keith

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Judy M. Butler, a Notary Public in and for said County and State, the within named Cyrus Kendall and wife, Esther Kendall and David Keith and wife, Martha G. Keith

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 31st day of March, 19 82

Judy M. Butler, Notary Public.

Commission Expires 3/30/85

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 5867 PAGE 943

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
CYRUS KENDALL AND WIFE,
~~ESTHER KENDALL~~

TO
DAVID KEITH AND WIFE,
~~MARTHA G. KEITH~~

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

G 8.5.3.7.1

IDENTIF. REFERENCE

MAR 31 12 56 PM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David Keith and wife, ~~Martha G.~~ Keith (NAME)	Same (NAME)	Map 43-10 Parcel 10
211 Nix Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, Tennessee 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
EARL THOMPSON, ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 39,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF March, 1982

Notary Public

MY COMMISSION EXPIRES: 3/30/85

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5867 PAGE 944

FOR

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
			35500.00-	CO
			36955.00-	MO
			102.70	CO TX
			37.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	152.20-
9679A	03/31/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8 5 3 7 1

IDENTIF. REFERENCE

MAR 31 12 56 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 873919