OFFICIAL RECEIPT

INSTALLMENT DEED

BOOK 6017 PAGE 330

For and in Consideration of the sum of fifty thousand and no one-hundredths ($50,000.00)----------Dollars, of which five thousand and no one-hundredths ($5,000.00)----------Dollars, has been paid in cash by Albert L. Powell the receipt of which is hereby acknowledged, and for the remainder of forty-five thousand and no one-hundredths ($45,000.00) ----------Dollars, the said Albert L. Powell has executed and delivered his promissory note of even date herewith drawn payable to the order of Lavada Malone Banks in the principal amount of forty-five thousand and no one-hundredths dollars ($45,000.00),

said note bearing 10 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, Lavada Malone Banks, a widow,

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

A tract of improved land in the Third, formerly the Second, Civil District of Davidson County, Tennessee, described according to an unrecorded survey made by Hickerson & Hickerson, Engineers, dated September 27, 1963, as follows, to-wit:

BEGINNING at a fence post in the northerly margin of Thompson Place situated 397.5 feet northeasterly along the northerly margin of Thompson Place from an iron pin at the northwesterly corner of the intersection of Thompson Place with Murfreesboro Road; thence along a wire fence, North 5° 50' West 156.8 feet to a fence post; thence North 73° .06' East 162 feet to a point; thence along a wire fence South 14° 49' East 168.7 feet to a point in the northerly margin of Thompson Place at the beginning of a curve; thence Southwesterly with said curve (Radius 2,125'±) along the northerly margin of Thompson Place, 135.2 feet to a point in the northerly margin of Thompson Place; thence South 76° 11' West 51 feet ± to the point of beginning, containing 0.60 acres, more or less.

BEING part of the property conveyed to C.E. Malone and wife, Lavada Malone, by deed from D.P. Caldwell and wife, Eva Rowe Caldwell, of record in Book 1281, Page 109, Register's Office for Davidson County, Tennessee, the said C.E. Malone having since died. Lavada Malone and *

This is unimproved ( ) improved (X) property, known as 1007 (House Number) Thompson Place (Street) P. O. Address: Nashville (City or Town) TN 37217 (Zip Code)

*Lavada Malone Banks are one and the same person.

OFFICIAL RECEIPT

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Albert L. Powell and his 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 myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Albert L. Powell 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 Albert L. Powell

do hereby transfer and convey unto Rollie L. Woodall, 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 Albert L. Powell

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 $ 50,000.00 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 Albert L. Powell 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; or 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 Albert L. Powell representatives or assigns.

NOTARY PUBLIC AT LARGE

OFFICIAL RECEIPT

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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 Rollie L. Woodall, 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 Lavada Malone Banks and Albert L. Powell hereunto set our hands at Nashville, Tennessee, this the 8th day of March 19 83

Lavada Malone Banks

Albert L Powell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Rollie L. Woodall, a Notary Public in and for said County and State, the within named Lavada Malone Banks, a widow, and Albert L. Powell

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 8th day of March, 1983

Rollie L. Woodall, Notary Public.

Commission Expires July 29, 1985.

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 _____

OFFICIAL RECEIPT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6017 PAGE 333

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)

H 34843

IDENTIF. REFERENCE

Mar 8 1 22 PM '83

FELIX E. ALSUP, JR. REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
LAVADA MALONE BANKS, formerly
LAVADA MALONE, a widow
TO
ALBERT L. POWELL

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

RUSH

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Albert L. Powell (NAME)	SAME (NAME)	107-13
1315 - 16th Ave., South (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	127
Nashville, TN 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

ROLLIE L. WOODALL
Attorney at Law
213 THIRD AVENUE NORTH
NASHVILLE, TENN. 37201
(615) 254-3446

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $50,000.00

Albert L. Powell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF March, 1983.

Rollie L. Woodall
Notary Public

MY COMMISSION EXPIRES: July 29, 1985

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 6017 PAGE 394

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
			50000.00- CO	
			45000.00- MO	
			130.00 CO TX	
			43.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	185.50-
1752A03/08/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 3 4 8 4 3

IDENTIF. T REFERENCE

MAR 8 1 22 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 933767