ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Leroy Ball, et ux (NAME)	Same (NAME)	81-16
308 Plus Park Blvd. - J-4 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 342 Dr.
Nashville, Tenn. 37217 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	2W23660

INSTALLMENT DEED BOOK 6064 PAGE 34

FOR AND IN CONSIDERATION OF the sum of Seventy Thousand and ----------and No/100 ($70,000.00)---------- DOLLARS

of which $ 12,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, Leroy Ball and wife, Ann Elizabeth Ball, have executed their promissory note of even date herewith, payable to Foster Kidd and wife, Pearl H. Kidd, in the principal sum of $58,000.00, with interest at 8% per annum, said principal and interest being payable over a period of five years in monthly installments of $1,176.43 each, the first such installment being due on 1 July 1983 and a like sum on the same day of each month thereafter, to be applied first to interest at the rate of 8% per annum monthly on the unpaid balance and the remainder to principal until said debt is paid in full, and the entire balance to be paid in full on or before 1 June 1988, which said note provides for a late payment penalty of 5% of each monthly installment to be paid for and in addition to each such installment which is not paid by the 10th day of each month; and the said installments to be paid by the makers of said note direct to the payees thereof,

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 expressly retained on the land herein conveyed.

We, the said Foster Kidd and wife, Pearl H. Kidd,

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

the said Leroy Ball and wife, Ann Elizabeth Ball,

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

Land in Davidson County, Tennessee, being the westerly 55 5/10 feet of Lot No. 27 on the Map of McGavock's Addition, as of record in Book 21, page 41, Register's Office for said County, more particularly described as follows:

Beginning at the northeast corner of Jefferson Street, and 16th Avenue North; thence northwardly along the easterly margin of 16th Avenue North 150 feet to an alley; thence westwardly along the southerly margin of said alley 55 5/100 feet to a point; thence southwardly 150 feet to Jefferson Street; thence westwardly along the northerly margin of Jefferson Street 55 5/10 feet to the point of beginning.

Being the same property conveyed to Foster Kidd and wife, Pearl H. Kidd by deed from Clarist Bowen, a widow, of record in Book 4886, page 314, Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property known as 1502 or 1506 Jefferson Street, Nashville, Tennessee 37208 (House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

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 convenant 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., except for 1983 taxes which are prorated and two 1 year leases for 1983 which are herein conveyed to grantees.

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 Alfred C. Galloway 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 $58,000.00 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 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:

494 05/26 244.50- CHECK

OFFICIAL RECEIPT

BOOK 6064 PAGE 35

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 26th day of May 19 83

Leroy Ball

Foster Kidd

Ann Elizabeth Ball

Pearl H. Kidd

THIS INSTRUMENT WAS PREPARED BY AVON N. WILLIAMS, JR, ESQUIRE, 203 SECOND AVENUE, NORTH, NASHVILLE, TENNESSEE 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 70,000.00

Affiant

Subscribed and sworn to before me, this the 26th day of May 19 83

My commission expires 7/17/83 (Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Avon N. Williams, Jr. a Notary Public in and for said County and State, the within named, Foster Kidd and wife, Pearl H. Kidd, and Leroy Ball and wife, Ann Elizabeth Ball, 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 26th day of May 19 83

Commission Expires 7/17/83 Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am 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_____.

Commission Expires _____ Notary Public

INSTALLMENT DEED

FROM

FOSTER KIDD, ET UX

TO

LEROY BALL, ET UX

RECEIVED FOR RECORD
MAY 26 2 20 PM '83
ELIZ. WILSON REGISTER
DAVIDSON COUNTY, TN

TOGETHER WITH REFERENCE

H 5 0 2 4 4.

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1003-HESSEY 4-1-73

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR BOOK 6064 PAGE 36

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
			70000.00- CO	
			58000.00- MO	
			182.00 CO TX	
			56.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	244.50-
0494A05/26/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H50244

IDENTIF. REFERENCE

MAY 26 2 20 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 951886