Edith Carney
file Recorded

INSTALLMENT DEED

For and in Consideration of the sum of Eighty Two Thousand ($82,000.00) Dollars,

of which Twelve Thousand ($12,000.00) Dollars,

has been paid in cash by Hunter B. Short, Trustee

the receipt of which is hereby acknowledged, and for the remainder

Seventy Thousand ($70,000.00) Dollars,

the said Hunter B. Short, Trustee has executed his one promissory note of even date herewith in the principal sum of $70,000.00, bearing interest at the rate of 11% per annum, payable to the order of Edith A. Carney, payable in monthly installments of $759.77 per month, including both principal and interest, commencing June 1, 1984 and continuing in a like sum on the first day of each succeeding month for a period of 119 successive monthly payments, after which the entire balance shall fall due in full on the 1st day of May 1994. Payments when made will be applied first to interest due, balance to principal.

A late charge in the sum of 5% will be charged and paid on any monthly installments due and not paid on or before 10 days after due date.

This obligation may be paid off in full at any time without penalty.

This property may be transferred to other parties at any time subject to the balance due on the Vendors Lien.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed.

Edith A. Carney and husband, James A. Carney

have this day bargained and sold, and do hereby transfer and convey unto the said Hunter B. Short, Trustee, with full right and authority to mortgage, encumber and reconvey without the joinder of any other parties, heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

TRACT I - Property located at 1314 Fifth Avenue North, more particularly described as follows:

Land in Davidson County, Tennessee, being the southerly one-half of Lot No. 68, McCavock's First Addition to Nashville, according to Plan of Record in Book 10, Pages 606 to 609, Register's Office for said County, fronting 47.6 feet and 6 inches on the easterly side of Fifth Avenue North, and running back between parallel lines 174 feet, more or less, to an alley.

Being the same property conveyed to Edith A. Carney by deed from M. L. Randall, Trustee, as of record in Book 4874, Page 495, Register's Office for Davidson County, Tennessee and by Quitclaim Deed from James A. Carney, as of record in Book 5808, Page 478, Register's Office for Davidson County, Tennessee.

TRACT II - Property located at 1313 Fifth Avenue North, more particularly described as follows:

Land in Davidson County, Tennessee, being the northerly one-half of Lot 68, McCavock's First Addition to Nashville, according to a Plan of Record in Book 10, Pages 606 to 609, Register's Office for said County.

Said part of said Lot fronts 47½ feet on the easterly side of Fifth Avenue North, formerly Summer Street, and runs back between parallel lines 174 feet, more or less, to an alley.

Being the same property conveyed to Edith A. Carney by deed from M. L. Randall, Trustee, as of record in Book 4883, Page 857, Register's Office for Davidson County, Tennessee and by Quitclaim Deed from James A. Carney, as of record in Book 5808, Page 478, Register's Office for Davidson County, Tennessee

This is unimproved ( ) improved (X) property, known as 1314 - 1322 5th Avenue North, Nashville, Tn.
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

LEGAL DESCRIPTIONS CONTINUED ON ATTACHED SHEET.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Hunter B. Short, Trustee his 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Hunter B. Short, Trustee 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 me in hand paid, I, the said, Hunter B. Short, Trustee

do hereby transfer and convey unto Bob Norman, 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 Hunter B. Short, Trustee 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 the insurable value 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.

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 Hunter B. Short, Trustee 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; 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 Mortgagor, his representatives or assigns.

CONTINUATION OF LEGAL DESCRIPTION

TRACT III - Property located at 1320 Fifth Avenue North, more particularly described as follows:

Land in Davidson County, Tennessee, being the southerly one-half of Lot No. 67 on the Plan of D. T McGavock's First Addition to Nashville, as of record in Book 10, Pages 606 to 609, Register's Office for said County.

Said part of Lot No. 67 fronts 47½ feet on the easterly side of Fifth Avenue North, formerly Summer Street, and runs back between parallel lines 174 feet, more or less, to an alley.

BOOK 6299 PAGE 659

Being the same property conveyed to Edith A. Carney by deed from M. L. Randall, Trustee, as of record in Book 4874, Page 495, Register's Office for Davidson County, Tennessee and by Quitclaim Deed from James A. Carney, as of record in Book 5808, Page 478, Register's Office for Davidson County, Tennessee.

TRACT IV - Property located at 1322 Fifth Avenue North, more particularly described as follows:

Land in Davidson County, Tennessee, being part of Lot No. 67 on the Plan of D. T. McGavock's First Addition, as of record in Book 10, Pages 606 to 609, Register's Office for said County, described as follows:

Beginning on the easterly margin of Fifth Avenue North, formerly Summer Street, at a point 22½ feet south of the southwest corner of Lot No. 66 on said Plan; thence with the easterly margin of said Avenue, southwardly 25 feet; thence eastwardly and parallel with the line between Lots 66 and 67, 181.6 feet to the center of an alley; thence with the center of said alley, northwardly 25 feet; thence westwardly and parallel with the line between Lots Nos. 66 and 67, 181.6 feet to the beginning.

Being the same property conveyed to Edith A. Carney by deed from Joy R. Karr, as of record in Book 4895, Page 419, Register's Office for Davidson County, Tennessee and by Quitclaim Deed from James A. Carney, as of record in Book 5808, Page 478, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to a GRANT OF RESTRICTIVE COVENANT AND EASEMENT recorded in Book 6177, Page 923, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to a First Deed of Trust securing a balance due on a note payable to Hermitage Health and Life Insurance Company, not assumed by buyer, which obligation seller agrees to pay in accordance with the terms contained in said instrument. The said first mortgage lien is encompassed within and embraced by the vendors lien herein created and should seller or his assigns fail to pay said First Mortgage Installments when due, buyer may pay same and deduct any sums paid from monthly installments due on said vendors lien.

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 Bob Herrman, 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.

BOOK 6299 PAGE 660

IN WITNESS WHEREOF, we, the said Edith A. Carney, James A. Carney and Hunter B. Short, Trustee

hereunto set our hands at Nashville, Tennessee, this the 24th day of May 19 84

Edith A. Carney
Edith A. Carney

James A. Carney
James A. Carney

Hunter B. Short, Trustee
Hunter B. Short, Trustee

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Edith A. Carney, James A. Carney and Hunter L Short, Trustee,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 24th day of May 19 84.

Notary Public

Commission Expires 1-16-87

STATE OF TENNESSEE

County.

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____,

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

FELIX P. MCSORLEY, REGISTER
DAVIDSON COUNTY, TN
MAY 25 10 47 AM '84

IDENTIF. REFERENCE

I 2 4 5 1 0

RQUSH

INSTALLMENT DEED

FROM
Edith A. Carney et vir

TO
Hunter B. Short, Trustee

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Hunter B. Short, Trustee (NAME)	Same (NAME) Parcel I	M. 82-9 P.161 IW 14609
323 Union Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) Parcel II	M. 82-9 P. 160 IW 14605
Nashville, Tn. 37201 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP) Parcel III	M. 82-9 P.159 IW 14610
	Parcel IV	M. 82-9 P.158 IW 14615

THIS INSTRUMENT WAS PREPARED BY
James A. Carney, Attorney
730 Stahlman Bldg.
Nashville, Tn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 82,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF May 19

Notary Public

MY COMMISSION EXPIRES: 10-18-87

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6299 PAGE 662

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			82000.00-	CAMT.
			70000.00-	MAMT.
			213.20	CSTAX
			68.00	MSTAX
			.50	PRFEE
			150015.00	WDEED
	VD		150015.00-	WDEED
			15.00	WDEED
			CHECK	296.70-
RECEIPT IS NOT VALID UNTIL CHECK(S) PAID BY BANK				.00

I 2 4 5 1 0

IDENTIF. REFERENCE

MAY 25 10 47 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0038914