This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
LEILA STALEY FORD

TO
JANE B. EAKES

For draftsman's use

This instrument was prepared by:
Frank Newman, Attorney
Donelson, Tennessee 37214

BOOK 6385 PAGE 137

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mrs. Jane B. Eakes (NAME)	same (NAME)	Map 84-16
149 Barker Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 71
Nashville, TN. 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	3DZ 67290

(FOR REGISTER'S USE)

I 5 0 6 3 6

IDENTIF. REFERENCE

SEP 19 12 11 PM '84

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 52,000.00 Jane B Eakes
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF Sept., 1984

Notary Public

MY COMMISSION EXPIRES: 12-27-86

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $52,000.00
Fifty-two Thousand and no/100---------- 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 has executed her promissary note in the amount of Forty-two Thousand and no/100 Dollars ($42,000.00) payable to the order of Leila Staley Ford or Frances Ford Gray in 240 monthly installments of Four Hundred Nineteen and thirty-two/100 Dollars ($419.32) each, beginning on the 19th day of October, 1984 and a like amount on the same day of each succeeding month until pain in full, each installment including principal and interest on the unpaid balance at the rate of 10 1/2% per anum.

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,

I, Leila Staley Ford

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

Jane B. Eakes,

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

LAND in Davidson County, Tennessee, being Lot No. 40 on the Map of Hargis Heights as of record in Book 974, page 82, in the Register's Office for said County, and described as follows:

BEGINNING at a point in the easterly margin of McGavock Lane, the common corner of Lots Nos. 40 and 41 and thence with the line between said lots easterly 200 feet to the westerly line of Lot No. 73; thence with the line between Lots Nos. 40 and 73 southerly 90.8 feet to the north margin of Stinson Road; thence with the margin of the same westerly 175 feet to a point, the beginning of a curve; thence around said curve having a radius of 25 feet, northwesterly to a point in the easterly margin of McGavock Road; thence with the margin of the same northerly 65.8 feet to the point of beginning.

BEING the same property conveyed to E. G. Ford and wife, Leila Staley Ford by deed from Donelson Development Company of record in Book 1195, page 32, Register's Office for Davidson County, Tennessee. The said E. G. Ford having since died.

THIS instrument is executed by virtue of a Power of Attorney of record in Book 5834, page 771 in the Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 123 McGavock Pike (House Number) (Street) Nashville, Tennessee 37214 (P. O. Address: City or Town) (Postal Zone)

CHECK 09/19 181.70 1595

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 grantors herein do hereby transfer and convey unto Frank M. Newman 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 grantors 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 $ 42,000.00 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 grantors, 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 19th day of September 19 84

Jane B Eakes

Leila Staley Ford P.O.A.
Leila Staley Ford by her attorney in fact
Frances Ford Gray

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

a Notary Public in and

STATE OF FLORIDA)
COUNTY OF Duval)

On this 18th day of September, 1984, before me, personally appeared Frances Ford Gray, to me known to be the person who executed the foregoing instrument in behalf of Leila Staley Ford and who acknowledged that she executed the same as the free act and deed of the said Leila Staley Ford.

Connie L. Mackenick
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: My Commission Expires April 1, 1988

Before me, ..., a Notary Public of the State and

County aforesaid, personally appeared .....,

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 Jane B. Eakes

.....

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 Nashville Tennessee, this 19th day of Sept, 19 84

Margaret Gunderson, Notary Public.

OFFICIAL RECEIPT

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

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RECEIVED OF

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
			52000.00-	CAMT.
			42000.00-	MAMT.
			135.20	CSTAX
			40.00	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	181.70-
1595A	09/19/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIFICATION REFERENCE

SEP 19 12 11 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0070090