This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
SAM A. FRIEDMAN and wife,
ROSE F. FRIEDMAN

TO
RAY E. PRUETT, ET UX., ET AL.

For draftsman's use

This Instrument Was Prepared By

MORRIS LEVINE, Attorney-at-Law
1119 Stahlman Bldg., Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ray E. Pruett, et al. (NAME)	Ray E. Pruett, et al. (NAME)	103-8-222
4029 Aberdeen Road (STREET ADDRESS OR ROUTE NUMBER)	2317 Crestmoor Brd (STREET ADDRESS)	26W-1280
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	Nashville Tenn 37215 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

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IDENTIF. REFERENCE

Dec 5 9 39 AM '84

FEE $ REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 73,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF October, 19 84

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Jan. 20, 1985
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seventy-Three Thousand & 00/100 ---------- ($73,000.00) ---------- DOLLARS of which $ 13,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note in the principal sum of $60,000.00, of even date herewith, which said note is payable to the order of Sam A. Friedman and wife, Rose F. Friedman. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $661.20 each, including interest at the rate of 12% per annum on the unpaid balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $661.20 is due and payable on November 1, 1984, and thereafter on or ***

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,

Sam A. Friedman and wife, Rose F. Friedman,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Ray E. Pruett and wife, Diane M. Pruett, a one-half undivided interest, and James E. Owens and wife, Linda A. Owens, a one-half undivided interest,

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

BEING Lot No. 28 of Block "C" on the Plan of Cherokee Park, Section 2, as of record in Book 547, pages 175 and 176, Register's Office for Davidson County, Tennessee.

BEGINNING on the southerly margin of Aberdeen Road, at the corner of Lots Nos. 27 and 28; thence with the southerly margin of said Road, westwardly 70 feet to the easterly margin of Mockingbird Road; thence with the easterly margin of said Mockingbird Road, southwardly 121.70 feet to the southwest corner of Lot No. 28; thence with the south line of said lot eastwardly 59 feet to the corner of Lots Nos. 27 and 28; thence with the line between said two lots northwardly 130.70 feet to the southerly margin of Aberdeen Road, the point of beginning.

BEING the same property conveyed to Sam A. Friedman and wife, Rose F. Friedman, by deed from Paul Diamond and wife, Ida S. Diamond, as of record in Book 3219, page 289, Register's Office for Davidson County, Tennessee.

*** before the 1st day of each succeeding month until full payment is made.

This is unimproved ( ) improved XXX property, known as 4029 Aberdeen Road, Nashville, Tennessee 37205
(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 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, [illegible] purpose of these and more fully 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 Morris Levine, 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 $ insurable amount, 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 herein, 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, 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 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 enter into 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 grantors 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.

Wherever 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 1st day of October, 19 84.

Sam A. Friedman — James E. Owens
Rose F. Friedman — Linda A. Owens
Ray E. Pruett — Diane M. Pruett

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 Ray E. Pruett and wife, Diane M. Pruett, and James E. Owens and wife, Linda A. Owens, 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 purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 1st day of October, 1984.

Notary Public

Commission expires My Commission Expires Jan. 20, 1985

STATE OF TENNESSEE)
COUNTY OF Anderson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sam A. Friedman and wife, Rose F. Friedman, 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 Oak Ridge, Tennessee, this 28th day of September, 1984.

Notary Public

My Commission Expires: 12-30-85.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6397 PAGE 234

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

73000.00- CAMT.
60000.00- MAMT.
189.80 CSTAX
58.00 MSTAX
.50 PRFEE
6.00 WDEED
CASH 254.30-
6342A10/05/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE T

Oct 9 9 39 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0074694