This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Alice W. Jew

TO

Dwight D. Killebrew

For draftsman's use

Prepared by:

Thomas O. H. Smith, Jr.
928 J. C. Bradford Bldg.
Nashville, TN 37219

BOOK 5393 PAGE 728

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dwight D. Killebrew (NAME)	Dwight D. Killebrew (NAME)	92-13
2505 Alabama Blvd (STREET ADDRESS OR ROUTE NUMBER)	2505 Alabama Blvd. (STREET ADDRESS)	352
Nashville, TN 37209 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37209 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

1 5 5 0 3 5

IDENTIFICATION REFERENCE

Oct 9 9 51 AM '84

REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,750.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF October, 1984

Notary Public

MY COMMISSION EXPIRES: 10/20/85

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $10,750.00
TEN THOUSAND SEVEN HUNDRED FIFTY and NO/100 DOLLARS

of which $ 750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed his Promissory Note for $10,000.00, of even date herewith, payable in monthly installments of $116.82, including principal and interest at the rate of 11.5% per annum, said payments to begin November 6, 1984 and monthly thereafter until the entire amount of principal and interest is paid in full,

said 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, Alice W. Jew

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

Dwight D. Killebrew,

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

BEING Lot No. 120 on the Plan of Hortense Place as of record in Book 161, page 167, Register's Office for said County.

SAID Lot No. 120 fronts 50 feet on the south side of Elkins Avenue and runs back between lines, 159.4 feet more or less to an alley on which it measures 50 feet.

BEING the same property conveyed to Kim F. Jew and Wife, Alice W. Jew by Deed from William H. Crawford, Jr., Trustee of record in Book 4562, page 571, Register's Office for said County, the said Kim F. Jew having since died.

This is ( ) unimproved (X) improved property, known as 3307 Elkins Avenue (House Number) (Street) Nashville, Tennessee 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, [illegible] lawfully seized and possessed of said real estate in fee simple, have a good right to convey the same, and that the said real estate is unincumbered, except [illegible]

The said grantor covenants with the said grantees, his 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.

The said grantor, for himself, his heirs and representatives, covenants with the said grantees, their heirs and assigns, that he will punctually and effectually perform the payment of said lien notes, and redeem it unnecessary court proceedings, the payment of the encumbrance of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar to him in hand paid, and the said grantees hereby do hereby transfer and convey unto Joseph L. May Trustee, his successors and assigns, the following described real estate, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, to-wit: [illegible] hereby agrees 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 $ 10,000.00 until the notes herein secured are fully paid, and to have the policy or policies issued thereon payable to said Trustee for the benefit of the lawful owner and holder of said notes, as their interest may appear, and to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments when due; and in case he shall fail to do any of the above acts, the said Trustee, or the lawful owner and holder of said notes, may do so, and the sums so expended as part of the indebtedness secured thereby, the rate of [illegible] per annum from date of payment. Now, if the said grantor, shall pay the notes aforesaid when due, according to their tenor and effect, then this trust conveyance shall be of no further force or effect; but if default be made in the payment of any of said notes, or if, failing to pay taxes, keep up insurance or keep said property in repair, the said grantor shall fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by the 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 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, after having first given notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to [illegible] 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 hereby authorized to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. The said [illegible] at any time, after default in the payment of any one of said notes, enter and take possession of said property, [illegible] all rents actually received by him. It is further agreed 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 the [illegible] litigation.
2nd. To the payment of all [illegible]
3rd. To the payment of all [illegible] and will be expended in the protection of said property, as herein authorized.
4th. The residue, if any, to the parties [illegible] their heirs, successors or assigns.

In case of the death, [illegible] 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 and estate herein granted 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 [illegible] required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, the said grantors and grantees, have hereunto set our hands this the 5th day of October 19 84

Dwight D. Killebrew — Alice W. Jew

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Thomas O. H. Smith, Jr., a Notary Public in and for said County and State, the within named Alice W. Jew and Dwight D. Killebrew

the bargainor, 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 5th day of October, 19 84

THOMAS O. H. SMITH, JR. NOTARY PUBLIC

Notary Public.

Commission expires October 20, 1985

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 .

, Notary Public.

Commission expires .

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

RECEIVED OF _____

FOR _____

BOOK 5398 PAGE 730

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

10075.00- CAMT.
10000.00- MAMT.
27.82 CSTAX
8.00 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 42.32-
6823A 10/09/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5 5 0 3 5

IDENTIF. REFERENCE

Oct 9 9 51 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0075164