"WRAP"

BK 9

INSTALLMENT DEED

For and in Consideration of the sum of Forty Thousand and No/100 ($40,000.00) Dollars, of which Two Thousand and No/100 ($2,000.00) Dollars, has been paid in cash by Richard O. Lewis the receipt of which is hereby acknowledged, and for the remainder Thirty-Eight Thousand and No/100 ($38,000.00) Dollars, the said Richard O. Lewis has executed his note of even date herewith wherein Richard O. Lewis promises to pay to S & F Properties, a partnership, the principal sum of $38,000.00 and interest on the unpaid principal balance thereof at the rate of 12.00% per annum by 58 consecutive monthly installments on the 10th day of each month beginning December 1, 1984, the first 57 installments being in the amount of $385.00, each, and the final installment on September 1, 1989, being in the amount of $37,994.61.

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Reference to an Addendum, which is attached hereto and made part hereof by this reference thereto, is hereby made for the matters therein set forth, including but not limited to references to prior encumbrances.

~~said~~ said note~~s bearing six per cent interest from date~~ providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, S & F Properties, a partnership, (S&F)

have this day bargained and sold, and do hereby transfer and convey unto the said Richard O. Lewis, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being the easterly one-half of Lot No. 5 on the plan of E.T. Brown's Subdivision of Sharpe Land of record in Book 332, page 7, Register's Office for said County.

Said property fronts 50 feet on the northerly margin of Sharpe Avenue and extends back 288 feet, more or less, on the easterly line and 285 feet, more or less, on the westerly line to a dead line in the rear, measuring 50 feet thereon.

Being the same property conveyed to Grantor by deed from Samuel David Gee, et al., of record in Book 6387, page 592, said Register's Office.

This conveyance is made subject to property taxes for 1984 which have been prorated and for which Grantee will be responsible.

This is unimproved ( ) improved (X) property, known as 1119 East Sharpe Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Richard O. Lewis, his heirs and assigns forever. S&F covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

S&F further covenant and bind itself, its heirs and representatives, to warrant and forever defend the title to said real estate to said Richard O. Lewis (ROL), 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 ROL in hand paid, I, the said Richard O. Lewis

do hereby transfer and convey unto John V. Adams, 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 Richard O. Lewis 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 $ Ins. 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 interst may appear.

ROL 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 ROL 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 Richard O. Lewis 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 ROL 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; ROL 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 trust conveyance. ROL 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. ROL 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 Richard O. Lewis 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 John V. Adams, 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.

IN WITNESS WHEREOF, we, the said S & F Properties and Richard O. Lewis hereunto set our hands at Nashville, Tennessee, this the 16th day of October 1984

S & F Properties

BY: Phil Speer, Partner

Richard O. Lewis

Richard O. Lewis

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STATE OF TENNESSEE
Davidson County

Personally appeared before me, John V. Adams, a Notary Public in and for said County and State, the within named Richard O. Lewis

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 16th day of October, 1984

John V. Adams, Notary Public.

Commission Expires 11-1-87

STATE OF _____

County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

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

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 6407 PAGE 753

Before me, John V. Adams, a Notary Public of the State and County aforesaid, personally appeared Phil Speer with whom I personally acquainted, and who, upon oath, acknowledged him self to be a partner of the S & F Properties the within named bargainor, a ~~corporation~~ partnership, and that he is such partner being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the ~~corporation~~ partnership by himself as partner.

Witness my hand and seal, at office in Nashville, Tennessee this 16th day of October, 19 84

JOHN V. ADAMS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

John V. Adams
Notary Public

Commission expires 11-1-87

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
S & F Properties

TO
Richard O. Lewis

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard O. Lewis (NAME)	SAME (NAME)	Map 83-1
703 Morriswood Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 331
Franklin, TN. 37064 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB# 27W-22660

THIS INSTRUMENT WAS PREPARED BY

John V. Adams, Attorney
3813 Cleghorn Avenue
Nashville, Tennessee 37215

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

$ 40,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 16th DAY OF October, 19 84

Notary Public

MY COMMISSION EXPIRES: 11-1-87
(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Addendum to Installment Deed dated October 16, 1984, from S & F Properties to Richard O. Lewis (Borrower).

This Installment Deed is "wrapped around" the deed of trust recorded in Book 6175 at page 147, as modified by instrument recorded in Book 6387 at page 598, and the deed of trust recorded in Book 6387 at page 595, all in said Register's Office, hereinafter referred to collectively, as the prior encumbrances.

It is understood and agreed:

1. That neither the holder of the note secured by this installment deed (Holder) nor Borrower will cause a default under the prior encumbrances.

2. That Holder will not allow the unpaid principal balances under the prior encumbrances to exceed the unpaid principal balance hereunder.

3. That payments paid toward the prior encumbrances, reasonable proof thereof being required, will be credited toward this deed of trust correspondingly.

4. That Holder will obtain and record proper releases of the prior encumbrances upon the full satisfaction of this deed of trust.

The Statutory Right of Redemption is Expressly Waived.

I 5 7 8 5 5

REGISTER'S OFFICE
OCT 19 12 59 PM '84
REGISTER

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6407 PAGE 755

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
			40000.00-	CAMT.
			38000.00-	MAMT.
			104.00	CSTAX
			36.00	MSTAX
			.50	PRFEE
			15.00	WDEED
				CHECK 155.50-
			0283A 10/19/84	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5 7 8 5 5

IDENTIF. REFERENCE

Oct 19 12 59 PM '84

REGISTER
DAVIDSON COUNTY, TN

No.0078538