This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
B & W REAL ESTATE INVESTMENTS

TO
KATHERINE A. HARDIN

For draftsman's use

WILLIAM G. TRABER, ATTORNEY
107 DONELSON PIKE
NASHVILLE, TENNESSEE 37214

BOOK 6432 PAGE 945

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
KATHERINE A. HARDIN (NAME)	SAME (NAME)	81-16 Par
1402 Heiman St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	1-81-15
Nashville, TN. 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Pars 394, 395

(FOR REGISTER'S USE)

165579 IDENTIF. REFERENCE

Nov 26 2 09 PM '84

FILED AND RECORDED IN OFFICE OF REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 27,250.00 Katherine A. Hardin
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21 DAY OF November, 1984.

Notary Public

MY COMMISSION EXPIRES: 10-24-88

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of TWENTY SEVEN THOUSAND TWO HUNDRED FIFTY AND NO/100-- **DOLLARS**

of which $ 1,000.00 **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 ONE NOTE IN THE AMOUNT OF $25,750.00 PAYABLE TO DWAYNE BAILEY IN 20 YEARS AT AN INTEREST RATE OF 11½% PER ANNUM. INCLUDED IN THIS AMOUNT IS AN OBLIGATION OF RECORD IN BOOK 5531, PAGE 748 R.O.D.C. THE GRANTOR AGREES TO PAY SAID OBLIGATION ACCORDING TO THE TERMS SET FORTH THEREIN. SHOULD GRANTOR FAIL TO DO SO, GRANTEE MAY MAKE SAID PAYMENTS OUT OF THE AMOUNT DUE GRANTORS, AND THE PRINCIPAL AMOUNT OF THIS NOTE REDUCED IN A LIKE AMOUNT. THIS IS A WRAPAROUND MORTGAGE AND THE OBLIGATION IN BOOK 5531, PAGE 748, R.O.D.C. IS NOT IN ADDITION TO THE PRICE SETFORTH HEREIN.

ADDITIONALLY THE GRANTEE HAS EXECUTED A PROMISSORY NOTE IN THE AMOUNT OF $500.00 DUE AND PAYABLE 30 DAYS FROM DATE OF THIS DEED.
IF PAYMENT IS RECEIVED MORE THAN 10 DAYS AFTER DUE DATE A 5% PENALTY SHALL BE ADDED.

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,

B & W REAL ESTATE INVESTMENTS

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto KATHERINE A. HARDIN, UNMARRIED

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

BEING THE SAME PROPERTY CONVEYED TO B & W REAL ESTATE INVESTMENTS BY DEED FROM NAIL SHAKIR AND WIFE, CAROLYN SHAKIR AND HERBERT NESBITT, AS OF RECORD IN BOOK 5658, PAGE 216 AND RE-RECORDED IN BOOK 5666, PAGE 895, SAID REGISTER'S OFFICE.

11/26 | 03.92 CHECK

3686

This is unimproved ( ) improved (X) property, known as 1400, 1402, AND 1404 HEIMAN STREET, NASHVILLE, TN.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

PREPARED FROM INFORMATION AND DOCUMENTS PROVIDED BY THE PARTIES

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 grantees herein do hereby transfer and convey unto W.G. TRABER, TRUSTEE 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 grantees 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 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. 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 grantees, 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: ** THE STATUTORY RIGHT OF REDEMPTION IS EXPRESSLY WAIVED.

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 21st day of NOVEMBER 1984.

x Katherine L. Hardin

B & W Real Estate Investments By
Dwayne W Bailey

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 KATHERINE L. HARDIN AND DWAYNE W. BAILEY

the bargainor S, 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 21st day of Nov., 1984.

Notary Public.

Commission expires 10-24-88

PREPARED FROM INFORMATION AND DOCUMENTS PROVIDED BY THE PARTIES

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 .....

EXHIBIT "A"

THREE PARCELS OF LAND AS DESCRIBED BELOW:

PARCEL 1: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PARTS OF LOTS NOS. 320, 321 AND 322, ON THE PLAN OF D.T. MC GAVOCK AND OTHERS ADDITION, AS OF RECORD IN BOOK 21, PAGE 41, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF SAID LOTS ADJOIN AND FRONT TOGETHER 40 FEET ON THE NORTH SIDE OF HEIMAN STREET AND RUN BACK BETWEEN PARALLEL LINES 140 FEET TO A DEAD LINE, AND BEGINNING 170 FEET EAST OF THE EAST MARGIN OF ODD STREET.

INCLUDED BUT SPECIFICALLY EXCLUDED IN THIS ABOVE DESCRIPTION IS A TRACT OF LAND THAT WAS TAKEN BY DECREE FROM HERBERT NESBITT BY THE STATE OF TENNESSEE AND MORE PARTICULARLY DESCRIBED IN BOOK 4270, PAGE 347, REGISTER'S OFFICE FOR SAID COUNTY TO WHICH REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

PARCEL 2: BEING PARTS OF LOTS NOS. 320, 321 AND 322, D.T. MC GAVOCK AND OTHERS ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 21, PAGE 41, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF AN ALLEY, SAID POINT BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO MARY EULESS, BY DEED OF RECORD IN BOOK 962, PAGE 578, REGISTER'S OFFICE, ALSO BEING THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO THOMAS COX, BY DEED OF RECORD IN BOOK 675, PAGE 377, REGISTER'S OFFICE; THENCE WITH THE MARGIN OF SAID ALLEY, EASTERLY 40 FEET TO A POINT; THENCE SOUTHERLY 95.03 FEET TO A POINT IN THE NORTHWESTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY; THENCE WITH THE SAME, SOUTH 51 DEGREES 54' 43" WEST 43.09 FEET TO A POINT IN THE DIVIDING LINE BETWEEN EULESS AND DOX AFORESAID; THENCE WITH THE LINE BETWEEN SAID PROPERTY, NORTHWARDLY 111.77 FEET TO THE POINT OF BEGINNING.

PARCEL 3: BEING PARTS OF LOTS 320, 321 ON THE PLAN OF D.T. MC GAVOCK ET AL ADDITION OF RECORD IN BOOK 21, PAGE 41, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY MARGIN OF AN ALLEY IN THE EASTERLY LINE OF LOT 321, SAID POINT BEING 79.11 FEET AS MEASURED ALONG SAID ALLEY FROM HEIMAN STREET, BEING THE NORTHEAST CORNER OF TRACT NO. 2 AS CONVEYED TO STATE OF TENNESSEE BY DEED OF RECORD IN BOOK 4135, PAGE 817, SAID REGISTER'S OFFICE, THENCE ALONG SAID ALLEY, NORTHWARDLY 66.89 FEET TO A POINT WHICH IS 10 FEET SOUTHERLY FROM THE COMMON CORNER OF LOTS 319.320; THENCE WESTERLY PARALLEL TO AND 10 FEET SOUTH OF THE LINE BETWEEN LOTS 19 AND 20, 16 FEET MORE OR LESS TO A POINT; THENCE SOUTHERLY 78.9 FEET TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO STATE OF TENNESSEE, ABOVE REFERRED TO; THENCE WITH THEIR NORTHERLY LINE, EASTERLY 34.67 FEET TO THE POINT OF BEGINNING.

PREPARED FROM INFORMATION AND DOCUMENTS PROVIDED BY THE PARTIES

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6432 PAGE 948

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			27250.00-	CAMT.
			26750.00-	MAMT.
			70.72	CSTAX
			23.70	MSTAX
			.50	PRFEE
			9.00	WDEED
			CHECK	103.92-
9686A		11/26/84	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 6557.9

IDENTIF. REFERENCE

Nov 28 2 09 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0087662