INSTALLMENT DEED

BOOK 6577 PAGE 959

For and in Consideration of the sum of Seventeen Thousand and NO/100 ..... ($17,000.00) ..... Dollars, of which Four Thousand and NO/100 ($4,000.00) ..... Dollars, has been paid in cash by Ralph T. Goodwin and wife, Joan P. Goodwin the receipt of which is hereby acknowledged, and for the remainder Thirteen Thousand and NO/100 ..... ($13,000.00) ..... Dollars, the said Ralph T. Goodwin and wife, Joan P. Goodwin ha ve executed their promissory note of even date herewith, payable to the order of John K. Gray and wife, Joanne E. Gray, in the principal sum of Thirteen Thousand and NO/100 ($13,000.00) Dollars with principal and interest at the rate of Twelve per cent (12%) per annum on the unpaid principal balance, payable in Sixty (60) consecutive monthly installments of $289.18 each, the first installment being payable one month after date.

all of said notes bearing six per cent interest from date, and 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, we, John K. Gray and wife, Joanne E. Gray,

have this day bargained and sold, and do hereby transfer and convey unto the said Ralph T. Goodwin and wife, Joan P. Goodwin, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being part of lots nos. 209 and 211 in Block No. 8, Charlotte Park Company's First Addition, as of record in Book 57, page 103 Register's Office for said County, described according to a survey by Dickson Survey Company, dated January 30, 1979, as follows:

BEGINNING at the southeast intersection of 44th Avenue, North and an alley, being the northwest corner of said lot no. 211; thence with the southerly margin of said alley, South 86 degrees, 00 minutes, 00 seconds East, 61.00 feet to a point in said southerly margin of said alley; thence South 4 degrees, 00 minutes, 00 seconds West, 26.00 feet to an iron pin; thence North 86 degrees, 00 minutes 00 seconds west 61.00 feet to an iron pin in the easterly margin of 44th Avenue North; thence with the easterly margin of 44th Avenue North, North 4 degrees, 00 minutes, 00 seconds East 26.00 feet to the point of beginning, containing 0.036 acres, more or less.

Being the same property conveyed to John K. Gray and wife, Joanne E. Gray, by deed of record in Book 5393, page 670, Register's Office for said county.

This is unimproved ( ) improved (X) property, known as 320-44th Ave., No., Nashville, TN 37209
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

THIS INSTRUMENT PREPARED BY: Leroy J. Ellis, III, Attorney at Law
421 Charlotte Avenue
Nashville, TN 37219

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ralph T. Goodwin and wife, Joan P. Goodwin, 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. except for 1985 taxes, which are assumed by Grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Ralph T. Goodwin and wife, Joan P. Goodwin, 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 Ralph T. Goodwin and wife, Joan P. Goodwin

do hereby transfer and convey unto Leroy J. Ellis, III, 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 Ralph T. Goodwin and wife, Joan P. Goodwin 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 $ 13,000.00 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 interst 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 Ralph T. Goodwin and wife, Joan P. Goodwin 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 trust 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 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 Ralph T. Goodwin and wife, Joan P. Goodwin, their 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 Leroy J. Ellis, III, 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 John K. Gray and wife, Joanne E. Gray and Ralph T. Goodwin and wife, Joan P. Goodwin hereunto set our hands at Nashville, Tennessee, this the 10 day of June 19 85

Joanne E. Gray
John K. Gray
Ralph T. Goodwin
Joan P. Goodwin

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STATE OF TENNESSEE
Davidson County

Personally appeared before me, Peggy H. Stowell, a Notary Public in and for said County and State, the within named John K. Gray, Ralph T. Goodwin and Joan P. Goodwin,

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 10th day of June, 19 85

Commission Expires 7-21-85

Peggy H. Stowell, Notary Public.

PEGGY H. STOWELL NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
DICKSON County.

Personally appeared before me, DALE RAGAN, a Notary Public in and for said County and State, the within named Joanne E. Gray

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 Dickson, Tennessee this 6th day of June, 19 85

Commission Expires 7-6-87

Dale Ragan, Notary Public.

DALE RAGAN NOTARY PUBLIC DICKSON COUNTY, TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

6486
06/10 67.70 1:47PM CHECK

J. I. 1 6. 0 1

T.
IDENTIF. REFERENCE

JUN 10 12 57 PM '85

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ralph T. Goodwin and wife (NAME)	Owners (NAME)	Map 91-16
8230 Frontier Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 191
Brentwood, TN 37027 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	12 W-07118

THIS INSTRUMENT WAS PREPARED BY

Mail

LAW OFFICES
LEROY J. ELLIS, III
THE CHANCERY BUILDING
421 CHARLOTTE AVENUE
NASHVILLE, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 17,000.00 Ralph T. Goodwin
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF June, 19 85

Regina M. Ellis
Notary Public

MY COMMISSION EXPIRES: 2/21/88

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

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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
			17000.00- CAMT.	
			13000.00- MAMT.	
			44.20 CSTAX	
			11.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	67.70-
6486A	06/10/86		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

JUN 10 12 37 PM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
IDENTIF. REFERENCE

No. 142953