This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

SIDNEY BEATRICE NEELY

TO

DAVID B. KENAUM and wife,
LINDA KENAUM

For draftsman's use

Moel

THIS INSTRUMENT PREPARED BY:
DAVID G. GRAY, ATTORNEY
707 Nashville City Bank Building
Nashville, Tennessee 37201

BOOK 6673 PAGE 243

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David B. & Linda Kenaum (NAME)	SAME (NAME)	106-5-83, 84,
25 Cleveland Ave (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	85, 86, 102,
Nashville, Tenn 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	104 and 105

(FOR REGISTER'S USE)

41703

IDENTIF. REFERENCE

Oct 3 3 47 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $290,000.00 Sidney Beatrice Neely
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF October 1985

Janet C. [illegible]
Notary Public

MY COMMISSION EXPIRES: July 15, 1987
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TWO HUNDRED NINETY THOUSAND AND 00/100 - - ($290,000.00) - DOLLARS

of which $ 50,000.00 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 joint and several Promissory Note of even date herewith payable to the order of the Grantor in the original principal amount of TWO HUNDRED FORTY THOUSAND AND 00/100 DOLLARS, bearing interest at the rate of nine and one-half (9 1/2) per cent per annum, with annual principal and interest payments of TWENTY THREE THOUSAND FOUR HUNDRED TWENTY AND 93/100 ($23,420.93) DOLLARS per annum, with the first payment of principal and interest being due on the first day of October, 1986, and thereafter, on the first day of October for eight consecutive years, with the total remaining principal balance and interest due on the first day of October, 1996,

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.

SIDNEY BEATRICE NEELY

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto DAVID B. KENAUM AND WIFE, LINDA KENAUM

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

SEE ATTACHED DESCRIPTION.

The Lien hereinafter retained will be released at the request of Grantees after the closing as to the northerly 40 feet of Lot No. 31, Lot 32, and Lot 33, being part of Tract III and all of Tract V. The Lien hereinafter retained shall be released as to Lots 34 and 35 being Tract VI at the request of Grantees after the payment of the first annual principal and interest payment and upon an additional payment to principal in the amount of $22,500.00. The lien hereinafter retained as to Lot 36 and part of Lot 37, being Tract VII shall be released at the request of Grantees after payment of the first annual principal payment and after an additional principal payment of $12,500.00. Any prepayment of principal for release of parcels shall apply toward the total purchase price.

10/23 1001.50- CHECK

This is unimproved ( ) / improved (X) property, known as 93, Polk Avenue, 91 Polk Avenue, 89 Polk Avenue, 32-A Cleveland Avenue, 32 Cleveland Avenue & 34 Cleveland Ave. Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

0380

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, except for easement for water mains of record in Book 1104, Page 303, RODC, Tenn., and real estate taxes for the year 1985 which have been prorated and are assumed by the Grantees.

We further covenant and bind ourselves, our heirs and representatives, 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 David G. Gray 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 $ 25,000.00 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 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:

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 1st day of October 19 85

David B. Kenaum — DAVID B. KENAUM

Linda Kenaum — LINDA KENAUM

Sidney Beatrice Neely — SIDNEY BEATRICE NEELY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, JANET C. WINDROW, a Notary Public in and for said County and State, the within named Sidney Beatrice Neely, David B. Kenaum and Linda Kenaum 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 1st day of October, 19 85

Janet C. Windrow, Notary Public.

Commission expires July 15, 1987.

JANET C. WINDROW NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 .....

Land in Davidson County, Tennessee, being more particularly described as follows:

TRACT I: Being Lot No. 12 on the Plan of A. M. Brown's Land, as of record in Book 57, page 126, Register's Office for said County.

Said Lot No. 12 fronts 50 feet on the easterly side of Polk Avenue and runs back between parallel lines 132.6 feet to an alley.

Being the same property conveyed to Sidney O. Neely and wife, Beatrice Neely, by deed from Joe Chrisman and wife, Minnie E. Chrisman of record in Book 2750, page 619, said Register's Office. The said Sidney O. Neely having since died.

TRACT II: Being Lot No. 13 on the Map of A. M. Brown's Plan of Lots, of record in Book 57, page 126, Register's Office for Davidson County, Tennessee.

Said Lot No. 13 fronts 50 feet on the easterly side of Polk Avenue and runs back between parallel lines 132 feet 6 inches to an alley.

Being the same property conveyed to Sidney O. Neely and wife, Beatrice Neely by deed from Charles G. Matthews and wife, Adilene Matthews of record in Book 2742, page 43, said Register's Office. The said Sidney O. Neely having since died.

TRACT III: Being Lots Nos. 14 and 33 of the Weakley & Dodd Plan of A. M. Brown's Land of record in Book 57, page 126, Register's Office for said County.

Said Lot No. 14 fronts 50 feet on the easterly side of Polk Avenue and runs back between parallel lines 132.5 feet to an alley.

Said Lot No. 33 fronts 50 feet on the westerly side of Cleveland Street and runs back between parallel lines 132.5 feet to an alley.

Being the same property conveyed to William Ray Neely, a single man by deed from Otis Jones and wife, Pearlie May Jones of record in Book 3251, page 557, said Register's Office. The said William Ray Neely has since died leaving Sydney Beatrice Neely as the only heir at law of William Ray Neely as shown in an affidavit of Heirship of record in Book 6316, page 427, said Register's Office.

TRACT IV: Being Lot No. 15 on the Plan of the subdivision of A. M. Brown's Land, as of record in Book 57, page 126, Register's Office for said County.

Said Lot No. 15 fronts 50 feet on the easterly side of Polk Avenue and extends back between parallel lines 132.5 feet to an alley.

Being the same property conveyed to William Ray Neely by deed from Otis Jones and wife, Pearlie May Jones of record in Book 3854, page 888, said Register's Office. The said William Ray neely has since died leaving Sydney Beatrice Neely as the only heir at law of William Ray Neely as shown in an Affidavit of Heirship ofrecord in Book 6316, page 427, said Register's Office.

TRACT V: Being Lot No. 32 and the northerly 40 feet of Lot no. 31 on the Map of A. M. Brown's Subdivision of record in Book 57, page 126, Register's Office for Davidson County, Tennessee.

Said Lot and part of said lot front together 90 feet on the westerly margin of Cleveland Avenue and run back between parallel lines 132.5 feet to an alley on which it measures 90 feet.

Being the same property conveyed to Sidney Odell Neely and William Ray Neely by deed from Juanita Cooper Delk of record in Book 4230, page 2, said Register's Office. The said Sidney Odell Neely has since died leaving a will probated January 4, 1974, in Will Book 109, page 54, Probate Court Clerk's office for Davidson County said property devised to his wife, Sidney Beatrice Neely, also the said William Ray Neely has since died leaving Sydney Beatrice Neely as the only heir at law of William Ray Neely as shown in an affidavit of heirship of record in Book 6316, page 427, said Register's Office.

TRACT VI: Being Lots Nos. 34 and 35 on the Plan of A. M. Brown's Land, as of record in Book 57, page 126, Register's Office for said County.

Said Lots Nos. 34 and 35 front 50 feet each on the westerly side of Cleveland Avenue and run back between parallel lines, 132 feet 6 inches to an alley.

Being the same property conveyed to Sidney Odell Neely and wife, Sidney Beatrice Neely, by deed from Leland Young and wife, Myrtle Young of record in Book 3403, page 393, said Register's Office. The said Sidney Odell Neely having since died.

TRACT VII: Being Lot No. 36 and the southerly 12 feet of Lot no. 37 on the Plan of A. M. Brown's Subdivision, as of record in Book 57, page 126, Register's Office for said County.

Said Lot No. 36 and part of Lot no. 37 front together 62 feet on the westerly side of Cleveland Avenue and run back between parallel lines 132 1/2 feet, more or less, to an alley.

Being the same property conveyed to William Ray Neely by deed from William J. Donoho and wife, Jessie Mildred Donoho of record in Book 4650, page 344, said Register's Office. The said William Ray Neely has since died leaving Sydney Beatrice Neely as the only heir at law of William Ray Neely as shown in an Affidavit of Heirship of record in Book 6316, page 427, said Register's Office.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6673 PAGE 246

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

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

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			290000.00- CAMT.	
			240000.00- MAMT.	
			754.00 CSTAX	
			238.00 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 1001.50-	
			3253A10/03/85 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

41703

IDENTIFICATION REFERENCE

OCT 3 3 47 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 178812