INSTALLMENT DEED

For and in Consideration of the sum of FIFTY-EIGHT THOUSAND AND NO/100 ($58,000.00) Dollars, of which TEN THOUSAND AND NO/100 ($10,000.00) Dollars, has been paid in cash by DEBORAH J. DEAKINS the receipt of which is hereby acknowledged, and for the remainder FORTY-EIGHT THOUSAND AND NO/100 ($48,000.00) Dollars, the said DEBORAH J. DEAKINS has executed one Promissory Note of even date herewith in the amount of $48,000.00, which bears interest at the rate of 10% per annum, payable at the rate of $479.93 per month for 18 years, it being expressly understood that this amount covers principal and interest only, and that insurance and taxes will be paid by the Grantee over and above said monthly payment amount,

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, CECIL F. JONES AND WIFE, MARY M. JONES

have this day bargained and sold, and do hereby transfer and convey unto the said DEBORAH J. DEAKINS, her heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Consisting of a certain lot or parcel of land together with the buildings and improvements thereon, and being more fully described as follows:

Being Lot No. 78 on the Map of Section Two, Gra-Mar Acres, as shown of record in Book 2133, Page 74, in the Register's Office of Davidson County, Tennessee. Said Lot No. 78 fronts 115 feet on the east side of Saunders Avenue and runs back between line 148 feet on the north line and 244.1 feet on the south line to a dead line in the rear on which it measures 142.8 feet.

Being the same property conveyed to Cecil F. Jones and wife, Mary M. Jones by deed from Franklin H. Kolinsky and wife, Peggy Ann Mabry Kolinsky of record in Book 4466, Page 567, in the Register's Office of Davidson County, Tennessee.

This is improved (XX) unimproved ( ) property, known as 4600 Saunders Avenue, Nashville, TN 37216
(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 Deborah J. Deakins, her 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 said real estate to said Deborah J. Deakins, her 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 me in hand paid, I, the said Deborah J. Deakins,

do hereby transfer and convey unto Lucien Dale, 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 Deborah J. Deakins 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 the 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.

I 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 I 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 Deborah J. Deakins 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 I 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; I 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. I 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. I 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 Deborah J. Deakins, her 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 Lucien Dale, 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.

BOOK 6760 PAGE 83

IN WITNESS WHEREOF, we, the said Cecil F. Jones and wife, Mary M. Jones and Deborah J. Deakins hereunto set our hands at Nashville, Tennessee, this the 8th day of January 19 86

Cecil F. Jones
CECIL F. JONES

Mary M. Jones
MARY M. JONES

Deborah J. Deakins
DEBORAH J. DEAKINS

STATE OF TENNESSEE

DAVIDSON **County**

Personally appeared before me, Martha Shepard, a Notary Public in and for said County and State, the within named Cecil F. Jones and wife, Mary M. Jones and Deborah J. Deakins,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 8th day of January 19 86

Martha Shepard Notary Public

Commission Expires 7/27/86

STATE OF TENNESSEE

Davidson **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared Deborah J. Deakins

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

Witness my hand and official seal at Nashville, Tennessee, this 8th day of January, 1986

Mary Buttrey Notary Public

My Commission Expires Nov. 1987

Commission Expires _____

BOOK 6760 PAGE 84

4788

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared Deborah J. Deakins, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this 8th day of January, 1986

Mary Birthright, Notary Public

Commission Expires My Commission Expires Nov. , 1987

01/10 205.30

CHECK

STATE OF TENNESSEE
DAVIDSON COUNTY

PUBLIC

JAN 10 11 54 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

6.7.9 3.8

INSTALLMENT DEED

FROM
CECIL F. JONES AND WIFE,
MARY M. JONES

TO
DEBORAH J. DEAKINS

3121 Belcourt Ave

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DEBORAH J. DEAKINS (NAME)	SAME (NAME)	Map 061-03
4600 Saunders Avenue (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	Parcel 006.00
Nashville, TN 37216 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	12DZ-12570

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
Suite 205, 162 Fourth Avenue, North
Post Office Box 2868
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 58,000.00 Deborah J. Deakins
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF January 1986.

Mary Birthright
Notary Public

MY COMMISSION EXPIRES My Commission Expires Nov. 1987

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 6760 PAGE 85

RECEIVED OF _____

FOR _____

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

58000.00- CAMT.
48000.00- MAMT.
150.80 CSTAX
46.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 209.30-

L702A01/10/86 BSL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6.7.9 3.8.

IDENTIFICATION REFERENCE

JAN 10 11 54 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 209566