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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
ANNIE MARTIN, an unmarried widow

TO
CATANA STARKS and
KATHERINE HOUSTON

For draftsman's use

PREPARED BY:
JAMES M. JONES, ESQUIRE
2147 Belcourt Ave.
Nashville, TN 37212

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Catana Starks & Katherine Houston (NAME)	(SAME) (NAME)	13DA60560
4022 Red Rose Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	69-11-8
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

6.9337 IDENTIFICATION REFERENCE

Jan 15 12 22 PM '86
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

$ 75,900.00 Catana P. Starks
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16 DAY OF January 19 86.

Notary Public

MY COMMISSION EXPIRES: 4/8/89

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Seventy-five thousand, nine hundred and no/100 ($75,900.00) DOLLARS

of which $ 20,000.00 is 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 note payable to Annie Martin payable monthly for seven (7) years with the full balance due at the end of seventh (7th) year with interest at 8% per annum. Monthly payments per the terms of the note during seven year period with a balloon balance due at the end of the seventh year.

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.

I, ANNIE MARTIN (also known as ANNIE MAE BANKS MARTIN), a widow

hereinafter called the grantors, do this day bargained and sold, and do hereby transfer and convey unto CATANA STARKS and KATHERINE HOUSTON

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

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Gold Coast Addition, of record in Book 2854, page 123, Register's Office for said County.

Said Lot No. 3 fronts 62.8 feet on the northerly side of Red Rose Court and extends back 143.3 feet on the southeasterly line and 174.3 feet on the southwesterly line to a broken line in the rear measuring 321.7 feet.

Being the same property conveyed to Hazael B. Martin and wife, Annie Martin by deed from H. A. Vantrease and wife, Ruth C. Vantrease of record in Book 3135, Page 322, Register's Office for Davidson County, Tennessee, Hazael B. Martin died on March 11, 1985.

This is unimproved ( ) improved (X) property, known as 4022 Red Rose Court, Nashville, TN 37218
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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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. grantees purchase property as is and acknowledge heat/air pump is out of warranty but compressor warranty valid until 1988.

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 James M. Jones 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 $ 75,900.00 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, 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 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 16 day of January 19 86.

ANNIE MARTIN (a/k/a ANNIE MAE BANKS MARTIN), Grantor

BY: Annie Martin
Nurlene T. Price
NURLENE T. PRICE
With Power of Attorney of record in Book 6649 page 213, RODC

CATANA STARKS

KATHERINE HOUSTON

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 Nurlene T. Price with Power of Attorney of Annie Martin (a/k/a Annie Mae Banks Martin) the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained for and on behalf of Annie Martin.

Witness my hand and official seal at Nashville Tennessee, this 16th day of January, 19 86.

Notary Public

Commission expires 1/10/89

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

Witness my hand and official seal at Nashville Tennessee, this 16 day of January, 19 86.

Notary Public

Commission expires 1/10/89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

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

Witness my hand and official seal at Nashville, Tennessee Tennessee, this 16 day of January, 1986.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 1/16/89

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this the 16th day of January, 1986 before me James M. Jones, a Notary Public in and for said County and State personally appeared Nurlene T. Price known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Annie Martin a/k/a Annie Mae Banks Martin and acknowledged that she executed the same as the free act and deed of the said Annie Martin a/k/a Annie Mae Bank Martin.

Witness my hand and seal at Nashville, Tennessee, this the 16th day of January, 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/10/89

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

RE-RECORD

7.7.421.

IDENTIFICATION REFERENCE

FEB 21 11 10 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN