INSTALLMENT DEED

For and in Consideration of the sum of Thirty-Nine Thousand Five Hundred and No/100 ($39,500.00) - Dollars, of which Three Thousand and No/100 ($3,000.00) - - - - - - - - - - - Dollars, has been paid in cash by Michael L. Jenkins and wife, Tracy L. Jenkins, the receipt of which is hereby acknowledged, and for the remainder in the amount of Thirty-Six Thousand Five Hundred and No/100 ($36,500.00) - - - - - - Dollars, the said Michael L. Jenkins and Tracy L. Jenkins, the grantees and borrowers, have executed their two promissory notes, payable to the grantors, of even date herewith, one in th amount of Two Thousand and No/100 Dollars ($2,000.00) Due on or before sixty (60) days after date, and the other note in the amount of Thirty-Four Thousand Five Hundred and No/100 Dollars ($34,500.00) payable to the said grantors herein in 240 equal monthly installments of Three Hundred Fifty-Six and 12/100 Dollars ($356.12) each, beginning April 1, 1986, until both principal and interest in th amount of Eleven per centum (11%) per annum has been paid in full; provided, however, if on April 1, 1991 the"prime rate", as determined by the major local banks, plus Four per centum (4%) per annum should exceed Eleven per centum (11%) per annum interest,the initial interest rate, the interest rate may be changed accordingly and the grantees herein to pay said new adjusted interest rate on the principal balance at that time, April 1, 1991, in equal monthly installments, including principal and adjusted interest rates,

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,

We, Charles E. Evans and wife, Jo B. Evans,

have this day bargained and sold, and do hereby transfer and convey unto the said

Michael L. Jenkins and wife, Tracy L. Jenkins, their heirs and assigns,

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

Being the westerly 50 feet of Lot No. 32 on the Plan of the subdivision of a part of the Greenland Tract, as of record in Book 421, Page 40, Register's Office for said County.

Said part of Lot No. 32 fronts 50 feet on the southerly side of Greenland Avenue and runs back between parallel lines 440 feet to a dead line.

Being the same property conveyed to Charles E. Evans and wife, Jo B. Evans, by deed from R. C. Midgett and wife, Martha J. Midgett, of record in Book 4223, Page 712, Register's Office for said County.

Taxes for the current year have been pro-rated and will be paid by the grantees herein. Said property is conveyed subject to easements of record in Book 4750, Page 7, said Register's Office.

If all or any part of this property or any interest in it is sold or transferred, or if a beneficial interest is sold or transferred, without the grantors' or holders' prior written consent; grantees or the holders may, at their option, require immediate payment in full of all sums secured by this instrument.

This unimproved ( ) / is improved (X) property, known as 1162 Greenland Avenue, Nashville, Tenn.
(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 Michael L. Jenkins and wife, Tracy L. Jenkins, 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 said real estate to said Michael L. Jenkins and wife, Tracy L. Jenkins, 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 Michael L. Jenkins and wife, Tracy L. Jenkins,

do hereby transfer and convey unto Spiller Campbell, Jr., 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 Michael L Jenkins and Tracy L. Jenkins,

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.

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 Michael L. Jenkins and Tracy L, Jenkins, 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 Charles E Evans and Jo B. Evans, or the holder 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 Michael L. Jenkins and Tracy L. Jenkins, 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 Spiller Campbell, Jr., 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 Charles E. Evans, Jo B. Evans and Michael L. Jenkins and Tracy L. Jenkins hereunto set our hands at Nashville, Tennessee, this the 27th day of Feb. 19 86

Charles E. Evans

Jo B. Evans

Michael L. Jenkins

Tracy L. Jenkins

BOOK 6791 PAGE 114

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, Betty B. Simmons, a Notary Public in and for said County and State, the within named Charles E. Evans, Jo B. Evans, Michael L. Jenkins and Tracy L. Jenkins,

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 27th day of February, 19 86

Betty B. Simmons, Notary Public.

Commission Expires May 10, 1986

STATE OF TENNESSEE

_____ **County.**

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

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 _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

BOOK 6791 PAGE 115

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, 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 _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

7 8 6 9 9 5

IDENTIFICATION REFERENCE

FEB 27 11 59 AM '86

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
Charles E. Evans et ux

TO
Michael L. Jenkins et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr & Mrs. Michael L. Jenkins (NAME)	same (NAME)	61-12
1162 Greenland Avenue, (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	Par. 203
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	15 DZ 21955

THIS INSTRUMENT WAS PREPARED BY

Spiller Campbell, Jr., Atty.
900Stahlman Bldg.,
Nashnille, Tenn. 37201
Pho: 256-6343

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 39,500.00 Charles E. Evans
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF February, 1986.

Betty B. Lemmon
Notary Public

MY COMMISSION EXPIRES: May 10, 1986

ADJUSTABLE RATE RIDER BOOK 6791 PAGE 116

This adjustable rate rider is made this 22 day of Feb., 1986, and is incorporated into and shall be deemed to amend and supplement the installment deed of the same date given by the undersigned, the borrowers, to secure Borrower's adjustable rate note to Charles E. Evans and wife, Jo B. Evans, of the same date and covering the property located at 1162 Greenland Avenue, Nashville, Tenn.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT

Additional Covenants: In addition to the covenants and agreements in the installment deed, Borrowers and lenders further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES:

The note provides for an initial interest rate of 11%. The note Provides for changes in the interest rate and the monthly-payments, as follows:

1. Interest rate and monthly payment Changes:

(a) Change date: The interest rate we will pay may change on the first day of April, 1991.

(b) Computation factor: The "prime rate", the lending factor in making loans by the major Nashville Banks in awarding their lowest interest to those customers who are the best risks in lending. Said factor is to be determined on or about April 1, 1991.

(c) Computation: On said date, the Prime rate of interest plus Four percentum must exceed the initial interest rate per annum, and at that time lenders shall compute the rate and the monthly installments if such should occur. Otherwise, the initial interest rate shall continue until paid in full.

(d) Notice of changes: The note holder will deliver or mail us a notice of any change in our interest rate and the amount of our monthly payment changes before the effective date of any change according to law.

B. NOTICE OF ACCELLERATION:

If lenders exercises the option to require immediate payment in full, lenders shallgive borrowers notice of acceleration at least 30 days to the borrowers to pay in full from date of notice.

BY SIGNING BELOW, Borrowers accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider

Michael L. Jenkins Sr. (seal)

Tracy T. Jenkins (seal)

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

RECEIVED OF _____

FOR _____

BOOK 5791 PAGE 117

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
			3655.00 MISC	3655.00
			3650.00 MISC	3650.00
			102.70 CO TAX	
			34.50 MO TAX	
			.50 PRFEE	
			15.00 UCC 3	
			CHECK	152.70
			B136A02/27/86 BC	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.8.9.6

IDENTIFICATION REFERENCE

FEB 27 11 53 AM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 222587