This Deed is being re-recorded for the purpose of joining Liane Rettell and Sharman Martin. RE-RECORD BOOK 6888 PAGE 38 BOOK 6852 PAGE 515

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

GARY F. RETTELL, J. R. CARUTHERS

& FRED MARTIN, TENANTS IN COMMON*

TO

CHRISTOPHER M. GWIN

For draftsman's use

THIS INSTRUMENT PREPARED BY:

RONALD L. STONE
Suite 500
176 2nd Avenue North
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
CHRISTOPHER M. GWIN (NAME)	OWNER (NAME)	MAP 83-9
974 Main Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 193
Nashville, TN. 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

9925 IDENTIFICATION REFERENCE

MAY 9 12 24 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

$ 72,730.43 Ronald L. Stone
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 9th DAY OF May, 19 86.

Mary L. McCall
Notary Public

MY COMMISSION EXPIRES: 1-10-89

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SEVENTY-TWO THOUSAND, SEVEN HUNDRED THIRTY and 43/100 ($72,730.43) DOLLARS

of which $ 2,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees hereby agrees to assume a first mortgage, the principal sum of which is Thirty-Seven Thousand, Seven Hundred Thirty and 43/100 ($37,730.43) Dollars; and, a second mortgage is given to the grantors in the principal sum of Thirty-Three Thousand ($33,000.00) Dollars, payable in accordance with the terms of a promissory note of even date executed herewith.

The aforesaid first mortgage is payable to Eva Robinson Posey and said indebtedness is secured by a Deed of Trust of record in Book 5858, page 927, Register's Office of Davidson County.

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,

GARY F. RETTELL, J. R. CARUTHERS AND FRED MARTIN

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto CHRISTOPHER M. GWIN

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

(SEE ATTACHED EXHIBIT I)

IDENTIFICATION REFERENCE

JUN 16 3 18 PM '86

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

10989

RE-RECORD

RELEASED

* Liane Rettell, the wife of Gary F. Rettell, and, Sharmin Martin, the wife of Fred Martin, join in this conveyance for the purpose of conveying any and all marital interests that they may have in said property.

The said J.R. Caruthers is unmarried.

This is unimproved ( ) improved (X) property, known as 974 Main Street Nashville, TN 37206
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

RE-PE[illegible] BOOK 6888 PAGE 39 BOOK 6852 PAGE 519

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.

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 Ronald L. Stout 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 $ 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 herein, 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 [illegible] upon the delivery to him by the Trustee of a deed for said property. [illegible] under 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 fee 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 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 6th day of May, 19 86.

Gary F. Rettell — Christopher M. Swin
J.R. Carruthers — X Diane Rettell
Fred Martin — X Sharman Martin

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Ronald L. Stout, a Notary Public in and for said County and State, the within named Gary F. Rettell, J.R. Carruthers, Fred Martin and Christopher M. Swin, 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of May, 1986.

Ronald L. Stout, Notary Public

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON

Commission expires 1-10-89

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, (or proved to me on the basis of satisfactory evidence), 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 _____

RE-RECORD BOOK 6888 PAGE 40 MAP 83-9 PARCEL 193

EXHIBIT I TO INSTALLMENT DEED BOOK 6852 PAGE 517

GARY F. RETTELL, J. R. CARUTHERS and FRED MARTIN to CHRISTOPHER M. GWIN

BEING the westerly part of Lot No. 1 on the Plan of JANE A. M. DAVIS' ADDITION to Edgefield, now East Nashville, as of record in Plan Book 1, Page 41, Chancery Court at Nashville, described as follows:

BEGINNING on the southerly margin of Main Street at the corner of Lots Nos. 1 and 2, thence with the line between said two lots southwardly 170 feet to the northerly margin of an alley; thence with said alley eastwardly 40 feet to the southwest corner of the property conveyed to E. S. Lehning and wife, by deed from Ben T. Blanton and wife of record in Book 670, Page 395, Register's Office for said County; thence with Lehning's westerly line northwardly 170 feet to the southerly margin of Main Street; thence with said Street westwardly 42 feet, more of less, to the beginning.

THERE is INCLUDED within the boundaries of the above lot but EXCLUDED from this conveyance the property described in deed from George L. Rooker, Clerk of the Circuit Court to The Nashville Housing Authority of record in Book 4553, Page 401, Register's Office for said County and described as follows:

BEGINNING at a point on the southerly margin of Main Street, said point being the most northerly corner of said property, thence along a line in a southerly direction a distance of 10 feet, more or less, to a point; thence along a line in an easterly direction a distance of 28 feet, more or less, to a point; thence along a curve, having a radius of 625 feet, more or less, in an easterly direction a distance of 15 feet, more or less, to a point; thence along a line in a northerly direction a distance of 9.8 feet, more or less, to a point; thence along a southerly margin of Main Street in a westerly direction a distance of 42.1 feet, more or less, to the point of beginning, and containing 422 square feet, more or less.

BEING the same property conveyed by Warranty Deed from Eva Robinson Posey to Gary F. Rettell, J. R. Caruthers and Fred Martin as tenants in common, of record in Book 5858, pages 922-925, Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Jane Rettell, 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 contained therein.

Witness my hand and official seal at Nashville Davidson County, Tennessee, this 3 day of June, 1986.

✓ Notary Public Wendell Van Cooper My Commission Expires April 17, 1988.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named ~~Jane Rettell~~ Sharman Martin 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 contained therein.

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

✓ Notary Public [illegible] My Commission Expires 1-10-89.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.