INSTALLMENT DEED

FROM: MARY JO C. FREEMAN

TO: ROBERT L. MAHONEY, JR. and wife, MARY CATHERINE DEAN

Address New Owner As Follows:	Send Tax Bills:	Map-Parcel Nos.
Mr. & Mrs. Robert L. Mahoney, Jr. 305 Chapel Avenue Nashville, TN 37206	Same	83-2-160 27W-4060

330 09

IDENTIFICATION REFERENCE

JUN 4 12 34 PM '87

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 $69,900.00.

Mary Catherine Dean
AFFIANT

Sworn to and subscribed before me, this 1st day of June, 1987.

Notary Public
My commission expires: Sept. 4, 1990

THIS INSTRUMENT PREPARED BY: MORRIS LEVINE
Attorney at Law
1119 Stahlman Bldg.
Nashville, TN 37201

FOR AND IN CONSIDERATION of the sum of Sixty-Nine Thousand, Nine Hundred ($69,900.00) DOLLARS, of which Thirteen Thousand ($13,000.00) Dollars, 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 promissory note in the principal sum of Fifty-Six Thousand, Nine Hundred ($56,900.00) Dollars, of even date herewith, which said note is payable to the order of MARY JO C. FREEMAN. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $497.13 each, including interest at the rate of 9-1/2% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $497.13 is due and payable on July 1, 1987, and thereafter on or before the 1st day of each succeeding month until full payment is made, 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,

MARY JO C. FREEMAN, the sole heir-at-law of MAMIE M. DYCHE, Deceased, hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto

ROBERT L. MAHONEY, JR. and wife, MARY CATHERINE DEAN

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

BEING Lot No. 1 on the Map showing Subdivision of Lot No. 12, Block "B" in Subdivision of the Weakley Place, the Map of Weakley Place is of record in Book 161, page 131, Register's Office for said County, and the Map of said Subdivision of Lot No. 12 is not of record.

SAID Lot No. 1 fronts 59 feet on the westerly side of Chapel Avenue, and runs back with the line between said Lot No. 12 and Lot No. 14 on said Plan, 213 feet, and on the north line 200 feet to a dead line, and measures 59 feet on said line, the northerly line of this property beginning 191-1/2 feet southerly from the southerly margin of Weakley Avenue.

BEING the same property conveyed to Mamie M. Dyche, by deed from the Myers Y. Cooper Company, a corporation, as of record in Book 1217, page 210, Register's Office for Davidson County, Tennessee. The said Mamie M. Dyche having since died, and the said Mary Jo C. Freeman being the sole surviving heir-at-law of the said Mamie M. Dyche.

This is improved property known as 305 Chapel Avenue, Nashville, Tennessee 37206.

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. I covenant that I am 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 current year's property taxes, which are pro-rated and assumed by grantees, and, the lien created herein, and the sewer easement of record in Book 1495, page 249, Register's Office for Davidson County, Tennessee.

I further covenant and bind myself and my 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 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 GAY LISA LEVINE, Trustee, her 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 amount until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to the 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 said 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 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, 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 grantor and grantees, have hereunto set our hands this the 1st day of June, 1987.

Mary Jo C. Freeman

Robert L. Mahoney, Jr.

Mary Catherine Dean

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 Mary Jo C. Freeman, Robert L. Mahoney, Jr. and wife, Mary Catherine Dean, 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 1st day of June, 1987.

Notary Public

My Commission Expires: Sept. 11, 1990.

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

RECEIVED OF _____

FOR _____

BOOK 7258 PAGE 417

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
TO - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			69900.00-	CAMT.
			56900.00-	MAMT.
			195.72	CSTAX
			54.90	MSTAX
			.50	PRFEE
			9.00	WDEED
			CHECK	260.12-
		5316A	06/04/87 BAL	.01

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3 3 0 0 9

IDENTIFICATION REFERENCE

JUN 4 12 34 PM '87

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 89699