STATE OF TENNESSEE
COUNTY OF DAVIDSON The actual consideration or value, whichever is greater, for this transfer is: $185,000.00.
Subscribed and sworn to before me, J. Kenneth Carter Affiant
this the 15 day of December, 1987.
My Commission expires: 6-24-1990 Berenice T. Parker
(Affix seal) Notary Public

This instrument Prepared by

Randolph A. Veazey, Attorney
Nashville, Tennessee

NOTARY PUBLIC AT LARGE

INSTALLMENT DEED

ADDRESS NEW OWNER(S)	SEND TAX BILLS TO	MAP PARCEL NUMBER
J. Kenneth Carter & R.L. Simons 1721 Church Street Nashville, TN 37203	J. Kenneth Carter & R.L. Simons 1721 Church Street Nashville, TN 37203	092-12-0 378.00

FOR AND IN CONSIDERATION of the sum of One hundred eighty-five thousand xx/100 ($185,000.00) Dollars, of which Sixty thousand xx/100 ($60,000) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder One hundred twenty-five thousand xx/100 Dollars, J. Kenneth Carter and R.L. Simons have executed their note to Dorothy Swain Todd due in monthly installments of $1686.68 each beginning on January 15, 1988, and continuing on the 15th day of each month thereafter until the entire principal, interest and other amounts due on said note are paid, said installments to be applied first to the accrued interest on the unpaid principal at 10 1/2% per annum and the remainder of each installment to be credited to the principal of said note and providing for payment of attorney's fees, and acceleration for default, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed to enforce which lien a trust deed is included in this instrument, I, Dorothy Swain Todd have this day bargained and sold, and do hereby transfer and convey unto the said J. Kenneth Carter and R. L. Simons, the Grantees herein, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 95 of the Plan of the Boyd Home Tract, as of record in book 21, page 39, Register's Office for said county.

Said lot No. 95 fronts 50 feet on the southerly side of Church Street, as widened, and runs back between parallel lines 172 1/2 feet to an alley.

Being the same property conveyed to H.G. Swain by John W. O'Connell and wife Catherine Elizabeth O'Connell, Alice O'Connell Casey and husband Dan Casey, Magdalen O'Connell Garrett and husband Percy Garrett of record in book 1151, page 330, said Register's Office; and being the same property devised to Harry Lee Swain and Dorothy S. Todd by will of H.G. Swain, deceased recorded in Will Book 71, page 168, County Court Clerk's Office for said County; and being the same property in which said Harry Lee Swain conveyed all of his interest to said Dorothy S. Todd by deed of record in book 3849, page 770 said Register's Office.

This is improved property, known as 1719 Church Street, Nashville, Tennessee.

TO HAVE AND TO HOLD 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, that I have a good right to convey it, and that the same is unencumbered, except for the 1987 taxes which are assumed by conveyees.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their heirs and assigns, against the lawful claims of all persons.

Henry F. Todd, husband of Dorothy Swain Todd, joins in this conveyance for the purpose of releasing and waiving any interest that he may have in the within described property.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Henry F. Todd, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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 the sum of $125,000.00 or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his/her interest may appear, and to furnish to said holder a proper instrument evidencing said insurance.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which will adversely affect the lien of this instrument or enforcement of the terms and provisions hereof, to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner of said indebtedness, and upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 10 1/2 percent interest and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee or lawful owner and holder of said indebtedness for all sums so expended by said trustee or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness and installments thereof 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 statutory right of redemption, homestead, dower 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails before selling the 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 premise, or for instituting or defending any litigation which may arise on account of the execution of this conveyances, or the enforcement of said lien, also the expenses of any such litigations.

2nd To the payment of all taxes which may be unpaid on said premises.

3rd To the payment of all unpaid indebtedness 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 trustors, their order, 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 indebtedness, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

Witness our hands this 15th day of December, 1987.

Dorothy Irwin Todd
Conveyor

Stanley F. Todd
Conveyor's husband

J. Kenneth Cates

R. L. Snow
Conveyees-trustors

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the Undersigned Notary Public in and for said County and State, Dorothy Swain Todd, the within named conveyor, and Henry F. Todd, her husband, 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 15 day of December, 1987.

Marie F. Patterson
Notary Public

My Commission expires [illegible] 19[illegible] 17 1988

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me The Undersigned a Notary Public in and for said County and State J. Kenneth Carter and R.L. Simons, the within named trustors, 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 15 day of December, 1987.

Berenice J. Parker
Notary Public

My Commission expires 6-24 1990.

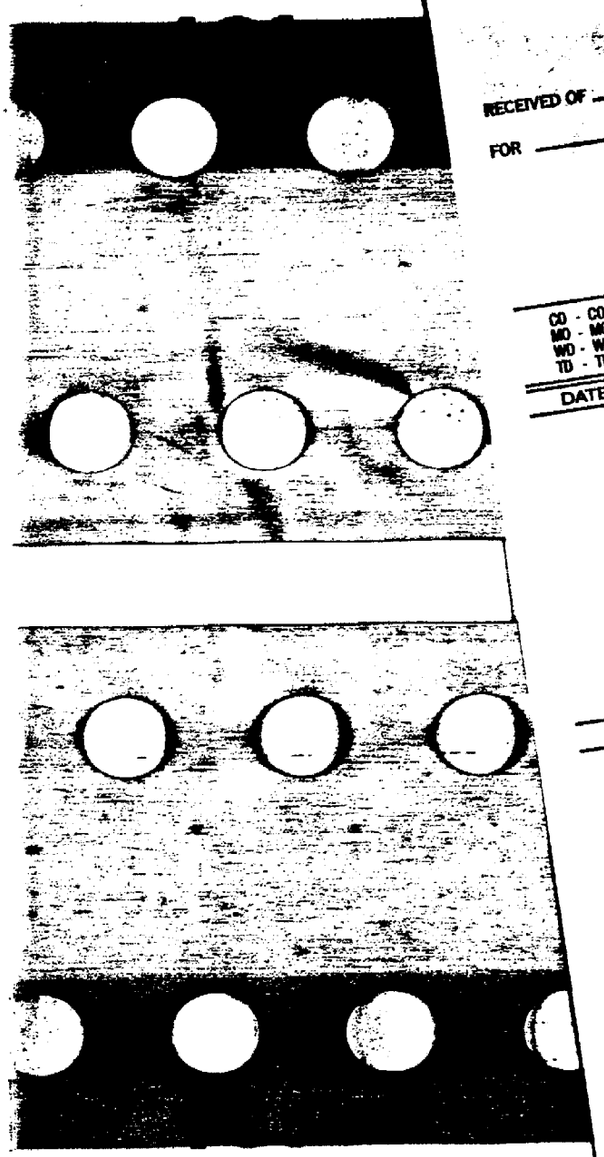
NOTARY PUBLIC AT LARGE

9.07.35

IDENTIFICATION REFERENCE

DEC 15 3 06 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7426 PAGE 777

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			185000.00- CAMT.	
			125000.00- MAMT.	
			518.00 CSTAX	
			123.00 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 650.50-	
			2305A12/15/87 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

90763

DAVIDSON COUNTY REGISTER'S OFFICE
Dec 15 3 06 PM '87
FELIX Z. WILSON, REGISTER OF
DAVIDSON COUNTY, TENN.

No. 45272