BOOK 7514 PAGE 105

File in Box # 4
#88-4-7

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
DENTON L. RATLIFF

TO
DOUGLAS E. SMITHSON, unmarried

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church St. Bldg.
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DOUGLAS E. SMITHSON (NAME)	"OWNER" (NAME)	Map 91-8
311 Leo Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 236
Nashville, Tn. 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB#12W-6494

(FOR REGISTER'S USE)

20589 IDENTIFICATION REFERENCE

APR 12 12 16 PM '88

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 165,000.00 Douglas E. Smithson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF April 1988

Notary Public

MY COMMISSION EXPIRES: 11/10/91

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED SIXTY FIVE THOUSAND and NO/100 ($165,000.00) DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note of even date payable to the order of the grantor herein in 240 monthly installments of $1,706.69 each, including interest at the rate of 12% per annum beginning May 11, 1988, and a like sum monthly thereafter. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, balance to principal. Prepayment privilege is reserved. This is a wrap-around mortgage and includes payment on notes secured by instruments of record in Book 5337, Page 627, and Book 7212, Page 827, Register's Office for Davidson County, Tennessee. Said payments on said notes will continue to be made by the Grantor herein and in the event said Grantor fails to make said payments the Grantee may make same and credit same to the note herein secured.

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,

DENTON L. RATLIFF

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto DOUGLAS E. SMITHSON, unmarried

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

Being the West parts of Lots Nos. 25, 26, and the West 60 feet of the North 32 feet of Lot No. 27 on the Map of the proposed Re-Arrangement of Clifton Subdivision, as of record in Book 161, Page 80, Register's Office for said County, which proposed plan is of record in Book 1130, Page 52, and which proposed plan likewise includes a part of a 15 foot alley on said original plan and described according to the Plan of record in Book 1130, Page 52, and survey made by T. R. Sanford, dated September 4, 1962, as follows:

Beginning at a point in the southerly margin of Albion Street, 92.6 feet West of the southwest corner of 43rd Avenue North and Albion Street; thence, in a southerly direction, parallel to the westerly margin of 43rd Avenue North, 141 feet to a point, the southwest corner of the property conveyed to Robert P. Lipscomb and wife, by deed of record in Book 1304, Page 77, said Register's Office; thence, in a westerly direction parallel to the northerly margin of Lots Nos. 28, 75 feet to the easterly margin of an alley; thence, along the easterly margin of said alley, northerly 165.3 feet to the intersection of said alley and Albion Street; thence, in an easterly direction along the southerly margin of Albion Street, 77.3 feet to the point of beginning.

Legal continued'

This is unimproved ( ) improved (X) property, known as 4305 Albion Street, Nashville, Tennessee 37209
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED.

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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.

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 Peter Weiss 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 $ ins. 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 thereby, 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 the Gibson 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 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.

Wherever 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 86 WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 11th day of April

DENTON L. RATLIFF

DOUGLAS E. SMITHSON

LYNN C. RATLIFF

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

3571 04/12 0101 03CHECK 621.50

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Douglas E. Smithson and Denton L. Ratliff and wife, Lynn C. Ratliff

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 11th day of April, 1988.

Notary Public

Commission expires 11/10/91

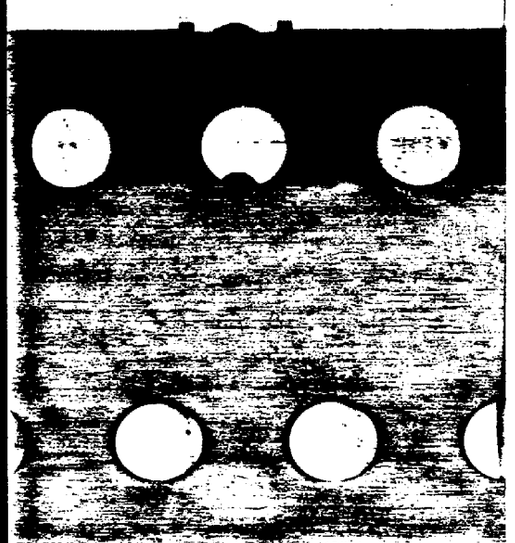
"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $155,000.00."

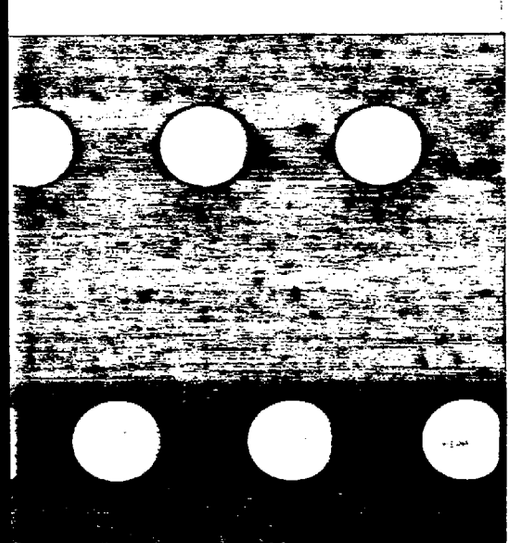
Legal continued from front:

BEING the same property conveyed to Denton L. Ratliff, by Deed from William Schlanger and wife, Ester Weiss Schlanger, of record in Book 5337, Page 627, Register's Office for Davidson County, Tennessee.

Lynn C. Ratliff, wife of the above named Denton L. Ratliff, joins in this conveyance for the purpose of releasing any and all rights she may have in and to the above described property, especially her marital rights.

LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			CAMT	165000.00
			MAMT	155000.00
			CON TX	462.00
			MOR TX	153.00
			PRFEE	0.50
			WDEED	6.00
			TOTAL	621.50
			CHECK	621.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 3571

20589

IDENTIFICATION REFERENCE

APR 12 12 16 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 79738