PREPARED BY:
FRANK S. KING, JR.
King & Ballow
1200 Noel Place
200 Fourth Avenue North
Nashville, Tennessee 37219-0373

3:30 PM 25 OCT 1991 CHECK 163.18

INSTALLMENT DEED

ADDRESS NEW OWNER AS FOLLOWS:

MELVIN D. PATTON
1901 Jones Avenue
Nashville, TN 37207
MORTGAGEE:

DORRIS E. BENNETT, JR.
410 Mason Lane
Goodlettsville, TN 37072

SEND TAX BILLS TO:

Same

MAP & PARCEL NO.:

071-08-0 324.00
12DA 44955

For and in consideration of the sum of THIRTY-FIVE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS, OF WHICH FOUR THOUSAND AND NO/100 DOLLARS has been paid in cash, the receipt of which DORRIS E. BENNETT, JR. hereby acknowledges, and for the remainder THIRTY-ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS, MELVIN D. PATTON has executed one note of even date payable to DORRIS E. BENNETT, JR. with interest as provided in said note, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the property herein conveyed (Said note is not assumable without payee's written permission.),

DORRIS E. BENNETT, JR. has this day bargained and sold, and does hereby transfer and convey unto the said MELVIN D. PATTON, the Grantee herein, his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> LAND in Davidson County, Tennessee, being Lot No. 1 on the Map of Rawls Tract Subdivision originally shown on a survey made by Z. J. Wilkinson, Surveyor, but most recently amended and described according to a copy of a survey made by Pete Meyer, Surveyor, as follows:
>
> BEGINNING at a concrete monument in the north margin of Edwin Street opposite the entrance into Jones Avenue; thence around a curve in a northwesterly direction 32.6 feet to another concrete monument in the east margin of Jones Avenue; thence with the margin of said Avenue North 4 deg. 30' East 40 feet to the new corner between Lots Nos. 1 and 2; thence with the line between said lots easterly 150 feet to a point in an alley being in the line between Lots Nos. 1 and 43; thence South 4 deg. 30' West 60 feet to the north margin of Edwin Street; thence with the margin of the same, South 89 deg. West 130 feet to the beginning.
>
> BEING the same property conveyed to DORRIS E. BENNETT, JR., single, by deed from LOIELL MAYBERRY, TRUSTEE, etc., of record in Book 7640, page 434, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all

"Maximum Principal Indebtedness" for Tax Purposes is $31,450.00

zoning regulations, building restrictions and setback lines, if any, and easements and rights-of-way for public utilities applicable to this property; and taxes for the current year.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $35,450.00.

AFFIANT

Subscribed and sworn to before me this 21st day of January, 1989.

My Commission Expires 9-11-90
Commission Expires:_____

NOTARY PUBLIC

This is improved property known as 1901 Jones Avenue, Nashville, Tennessee 37207.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his successors, 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 as noted of record.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his successors, 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 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 Grantee hereinafter referred to as trustors, hereby transfer and convey unto FRANK S. KING, 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 $_____ 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 interest may appear.

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 of 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 indebtedness, and upon failure to do any of the 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 6 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 his 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 of interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days form 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 equity of redemption, 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 ad 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 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 indebtedness herein secured, and any ad 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, or, if more than one when said indebtedness is represented by notes, then of the first maturing unpaid note, or

upon his refusal or failure to do so, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute the 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 above named 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.

Witness our hands this 21st day of January, 1989, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

DORRIS E. BENNETT, JR.

MELVIN D. PATTON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Sherry Nicholson, a Notary Public in and for the State and County aforesaid, personally appeared the within named DORRIS E. BENNETT, JR. and MELVIN D. PATTON 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, Davidson County, Tennessee, this 21st day of January, 1989.

Sherry Nicholson
NOTARY PUBLIC

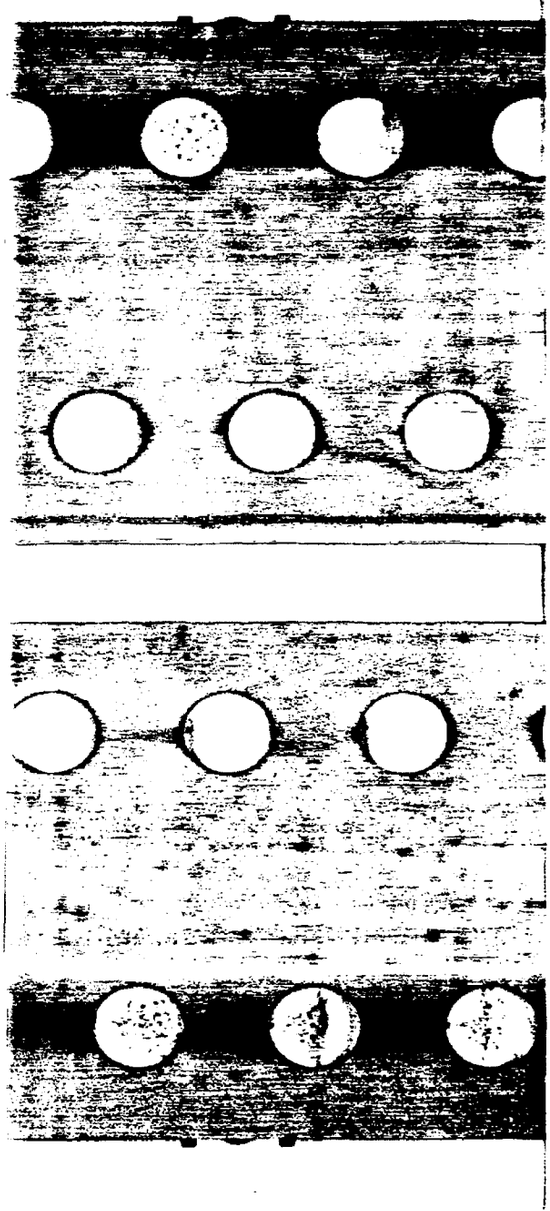
My Commission Expires:
My Commission Expires 9-11-90

03240

IDENTIFICATION

JAN 23 1 28 PM '89

FILED & WITNESSED IN REGISTER
DAVIDSON COUNTY, TN



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

RECEIVED OF _____

FOR _____

BOOK 7756 PAGE 490

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

CAMT	35450.00
MAMT	31450.00
CON TX	116.82
MOR TX	33.86
PRFEE	0.50
WDEED	12.00
TOTAL	163.18
CHECK	163.18

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01/23/89 01 13:29 0001 8335

03240

IDENTIFICATION REFERENCE

JAN 23 1 28 PM '89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 174963