I N S T A L L M E N T D E E D

FROM Lyndal Roberts et ux
Margaret Roberts
TO Charlie Owen et ux
Doris Owen

This Instrument prepared by Gerald A. Burkett, Counselor at Law, Nashville, Tennessee

ADDRESS NEW OWNERS:
Charlie Owen et ux
614 Hamilton Avenue
Nashville, TN 37203

SEND TAX BILLS TO:
First Investment Co.
P. O. Box 749
Columbus, Ohio 43216

Map 105-07,Parcel 235
Field Book #6DA 19980

(For Register's Use)

0 8 5 8 0

FEB 13 1 10 PM '89

MAIL ENV.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for transfer is $35,000.00.

Mrs Doris Owen
Affiant

Subscribed and sworn before me this 10th day of February, 1989.

Gerald A. Burkett
Notary Public

My commission expires: 4/9/91

FOR AND IN CONSIDERATION OF THE SUM OF THIRTY FIVE THOUSAND ($35,000) DOLLARS, of which $100 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the grantees have executed their note of even date in the amount of $34,900, providing for payment of interest only for the first sixty days, a payment to principal of $1,500 after sixty days,leaving a balance of $33,400 which is then amortized over 20 years at the rate of 11% interest, payable in monthly installments of $344.75, principal and interest, plus monthly escrow to cover annual taxes and insurance, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, LYNDAL ROBERTS and wife MARGARET ROBERTS,hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto CHARLIE OWEN and wife, DORIS OWEN, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 8 on the Plan of W. D. Hamilton Subdivision of Block 8, of record in Book 421, Page 56, Register's Office for said County.

SAID Lot No. 8 fronts 50 feet on the northeasterly margin of Hamilton Avenue, formerly Hamilton Street, and extends back between parallel lines, 107.5 feet to an alley.

BEING the same property conveyed to Lyndal Roberts and wife, Margaret Roberts, by deed from Michael W. Skelton and wife, Joyce Skelton, of record in Book 6927, page 737.

This is improved property known as 614 Hamilton Avenue, Nashville, TN 37203.

TO HAVE AND TO HOLD the said real estate, with the appurtenenances, 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, except as previously noted. 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.

THIS PROPERTY IS BEING SOLD AS IS AND WHERE IS AND WITH NO WARRANTIES AS TO CONDTION OF THE PREMISES OR THE IMPROVEMENTS

THEREON.
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 GERALD A. BURKETT, 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 MAXIMUM INSURABLE 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 therein, 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 ekeep 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 syuccessor 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 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 porvided; 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, 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 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.

THIS LOAN MAY NOT BE ASSUMED WITHOUT THE WRITTEN PERMISSION OF THE HOLDER OF THE NOTE DESCRIBED HEREIN.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES: $34,900.00

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 10th day of February, 1989.

Lyndal Roberts
Lyndal Roberts

Charlie M Owen
Charlie Owen

Margaret Roberts
Margaret Roberts

Doris Owen
Doris Owen

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 LYNDAL ROBERTS AND WIFE MARGARET ROBERTS, AND CHARLIE OWEN AND WIFE DORIS OWEN, 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.

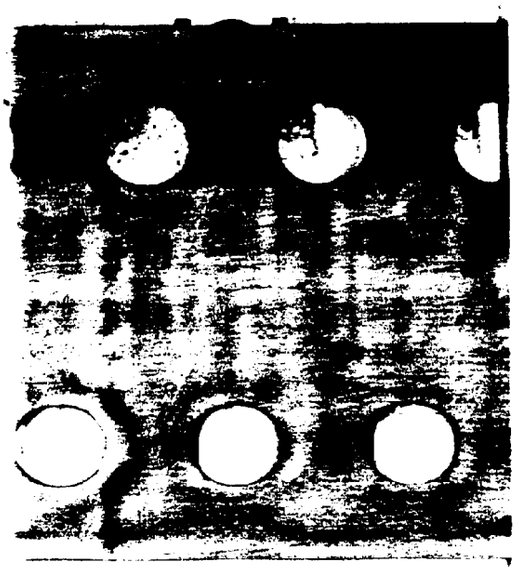
WITNESS my hand and official seal at Nashville, Tennessee, this 10th day of February, 1989.

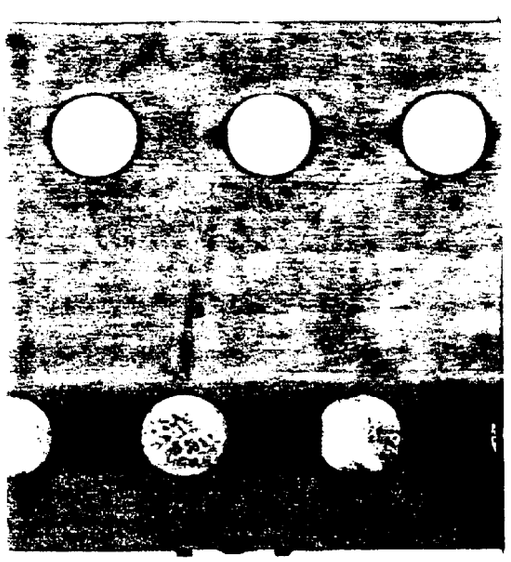
Gerald A. Hall
NOTARY PUBLIC

My commission expires: 10/9/91

NOTARY PUBLIC LARGE COUNTY TENNESSEE

6747 02/13 0101 03CHECK 162.83





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7771 PAGE 533

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	35000.00
MAMT	34900.00
CON TX	115.50
MOR TX	37.83
PRFEE	0.50
WDEED	9.00
TOTAL	162.83
CHECK	162.83

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 02/13/89 01 15:16 0001 6747

085 80

IDENTIFICATION REFERENCE

Feb 13 1 11 PM '89

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

No. 181217