THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 6,000.00 .

**INSTALLMENT DEED**

FROM: PAMELA U. SOUTHALL TO: RONALD EUGENE BATSON

| Address New Owner As Follows: | Send Tax Bills: | Map-Parcel Nos. |
|---|---|---|
| Ronald Eugene Batson<br>1729 - 23rd Avenue North<br>Nashville, TN 37208 | Ronald Eugene Batson<br>1727-23rd Avenue, North<br>Nashville, TN 37208 | 81-10-252 |

(FOR REGISTER'S USE)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON )
The actual consideration or value, whichever is greater, for this transfer is $8,000.00.

Ronald Eugene Batson
Affiant

Sworn to and subscribed before me, this 3rd day of March, 1989.

Notary Public
My Commission Expires: 11/2/89

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

mail

FOR AND IN CONSIDERATION of the sum of Eight Thousand ($8,000.00) Dollars, of which Two Thousand ($2,000.00) Dollars has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed his promissory note in the principal sum of Six Thousand ($6,000.00) Dollars, of even date herewith, which said note is payable to the order of PAMELA U. SOUTHALL. 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 as follows: the 1st installment being due and payable on the 3rd day of April, 1989 in the sum of $400.00; the 2nd installment being due and payable on the 3rd day of May, 1989 in the sum of $600.00; on the 3rd day of June, 1989, the sum of $500.00, and a like amount on the 3rd day of each succeeding month until full payment is made. Penalties at the rate of $5.00 per day shall attach on any payments not made within a ten (10) day grace period of the due date,

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,

PAMELA U. SOUTHALL, an unmarried person, hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto RONALD EUGENE BATSON, herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows, to-wit:

BEING Lot No. 369 on the Map of Harding Bros., Plan of Lots, as of record in Book 21, page 80, Register's Office for said County.

SAID Lot No. 369 fronts 50 feet on the westerly side of 23rd Avenue North and runs back between parallel lines 180 feet more or less to an alley.

BEING the same property conveyed to Pamela U. Southall by deed from Fred Southall, of record in Book 5052, page 258, Register's Office for Davidson County, Tennessee.

Pamela U. Southall is also known as Pamela U. Kennedy, and she is one and the same person.

This is unimproved property known as 1729 - 23rd Avenue North, Nashville, Tennessee 37208.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said grantee, his 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 assumed by the grantee, and, the lien created herein.

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 grantee, his 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 me in hand paid, I the said grantee 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. I, the said grantee, 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. I 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 I 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 I, 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 I 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; I 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. I 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. I 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 grantee herein, his 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 grantee, have hereunto set our hands this the 3rd day of March, 1989.

Pamela U. Southall

Ronald Eugene Batson

3579 03/08 0101 03CHECK 40.50

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 PAMELA U. SOUTHALL, and RONALD EUGENE BATSON, 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 3rd of March, 1989.

Luna R. Scarpetta
Notary Public

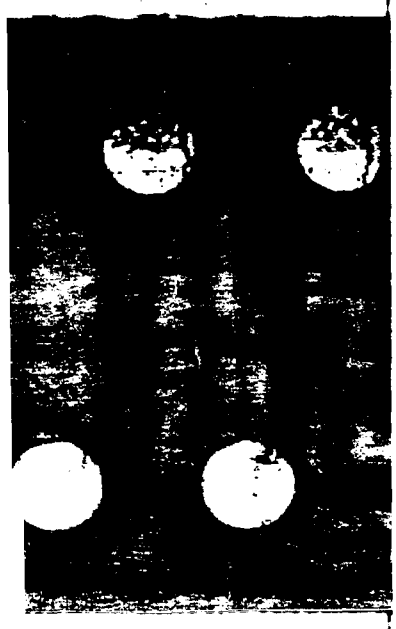
My Commission Expires: 11/12/89.

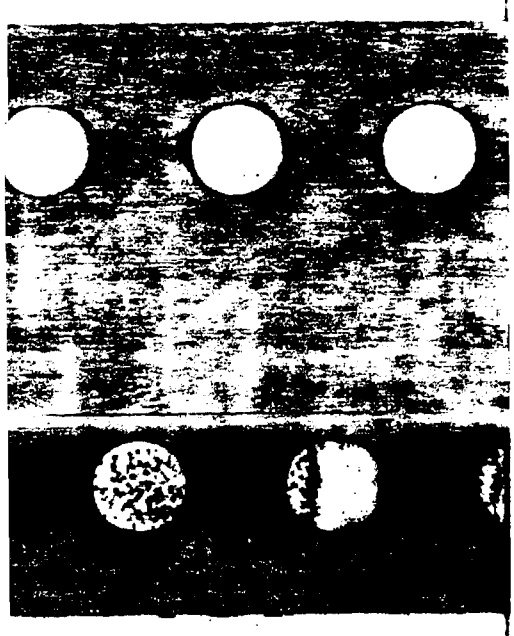
14664

IDENTIFICATION

MAR 8 9 41 AM '89

57:103





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

RECEIVED OF _____

FOR _____

BOOK 7788 PAGE 205

| | | |
|---|---|---|
| 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 | 8000.00 |
| MAMT | 6000.00 |
| CON TX | 26.40 |
| MOR TX | 4.60 |
| PRFEE | 0.50 |
| WDEED | 9.00 |
| TOTAL | 40.50 |
| CHECK | 40.50 |

03/08/89 01 09:43 0001 3579

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

14664

IDENTIFICATION

MAR 8 9 43 AM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENNESSEE

No. 188139