Mortgagee: Sue P. Radabaugh
1419 Shelton Avenue
Nashville, TN 37216

INSTALLMENT DEED

BOOK 7814 PAGE 895

For and in Consideration of the sum of Thirty-five Thousand and No/100 ($35,000.00) Dollars, of which One Thousand Five Hundred and No/100 ($1,500.00) Dollars, has been paid in cash by **Jacqueline M. Tucker** the receipt of which is hereby acknowledged, and for the remainder Thirty-three Thousand Five Hundred and No/100 ($33,500.00) Dollars, the said **Jacqueline M. Tucker** has executed a certain Installment Deed Note of even date in the principal amount of $33,500.00, with interest at eleven percent (11%) per annum payable to **Sue P. Radabaugh**, or order, in 120 monthly installments as follows:

On the 6th day of May, 1989, the sum of $375.00, and thereafter a like sum of $375.00 each on the 6th day of each succeeding month and the remaining balance of all unpaid principal, plus accrued interest, in the fianl and 120th installment on the 6th day of April, 1999, said final installment being a balloon payment, with each said installment being applied first to accrued interest at the aforementioned rate and the balance to unpaid principal with the remaining unpaid balance of principal and accrued interest, if not sooner paid, due and payable on the 6th day of April, 1999, subject and according to the terms and conditions stated therein; and to secure said Note and all extensions and renewals thereof, in whole or in part;

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, I, **SUE P. RADABAUGH**, unmarried (hereinafter referred to as "GRANTOR") have this day bargained and sold, and do hereby transfer and convey unto the said **JACQUELINE M. TUCKER**, (herein referred to as "GRANTEE") her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND

INCORPORATED HEREIN VERBATIM

24073

APR 11 4 14 PM '89

4771 04/11 0101 03CHECK 16 .22

This is improved (X) unimproved ( ) property known as 1124 Lischey Avenue, Nashville, TN 37207
(House Number) (Street) P O Address (City or Town) (Zip Code)

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $33,500.00.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jacqueline M. Tucker, her 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said Jacqueline M. Tucker, her 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 me in hand paid, I, the said Jacqueline M. Tucker

do hereby transfer and convey unto Gary D. Copas, Trustee his 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 Jacqueline M. Tucker 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 the insurable 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.

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 such payment.

Now, if I, the said Jacqueline M. Tucker 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; if I 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 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 trust 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 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 Jacqueline M. Tucker, her representatives or assigns.

TO BE ATTACHED TO THE INSTALLMENT DEED
FROM SUE P. RADABAUGH TO JACQUELINE M. TUCKER,
DATED, APRIL 6, 1989

EXHIBIT A

LAND in Davidson County, Tennesse, being Lot No. 26 on the Plan of Sharpe and Horn's First Addition to Northeast Nashville, as of record in Book 57, page 152, Register's Office for said County.

SAID Lot No. 26 fronts 50 feet on the westerly side of North 4th Street, or Lischey Avenue, and runs back between parallel lines with the southerly margin of Richardson, formerly Scott, Avenue, 153 feet, more or less, to an alley.

BEING the same property conveyed to **Sue P. Radabaugh** by deed from **George W. Stoves and wife, Hattie Mai Stoves,** of record in Book 7814, page 892, in the Register's Office of Davidson County, Tennessee.

NOTWITHSTANDING any provision herein to the contrary, in the event all or any part of the above described property or any interest therein is sold or transferred by GRANTEE without GRANTOR's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Installment Deed lien; (b) the grant of a leasehold interest for three (3) years or less not containing an option to purchase, GRANTOR may, at GRANTOR's option, declare all the sums secured by this Installment Deed to be immediately due and payable. GRANTOR shall have waived such option to accelerate if, prior to the sale or transfer, GRANTOR and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to GRANTOR and that the interest rate on the sums secured by this Installment Deed shall be at such rate as GRANTOR shall request. If GRANTOR has waived the option to accelerate provided in this Paragraph, and if GRANTEE's successor in interest has executed a written assumption agreement accepted in writing by GRANTOR, GRANTOR shall release GRANTEE from all obligations under this Installment Deed and the Note. If GRANTOR exercises such option to accelerate, GRANTOR shall mail to GRANTEE at the address of New Owners, as shown on this instrument, or at such address as may otherwise be designated by the GRANTEE to the GRANTOR in writing, notice of acceleration as provided herein. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which GRANTEE may pay the sums declared due. If GRANTEE fails to pay such sums prior to the expiration of such period, GRANTOR may, without further notice or demand on GRANTEE, invoke any remedies permitted hereby, and the Trustee shall be empowered to sell said property as herein set out.

GRANTEE agrees and acknowledges that no representations, warranties, or covenants, express or implied, have been made by the GRANTOR as to the condition of the improvements hereby transferred, and that such improvements are being transferred "as is."

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 Gary D. Copas, Trustee, shall be vested in said successor.

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.

BOOK 7814 PAGE 898

IN WITNESS WHEREOF, we, the said Sue P. Radabaugh and Jacqueline M. Tucker hereunto set our hands at Nashville, Tennessee, this the 6th day of April 19 89

Sue P Radabaugh
Sue P. Radabaugh

Jacqueline M. Tucker
Jacqueline M. Tucker

STATE OF TENNESSEE

Davidson County

Personally appeared before me, Ann Williams, a Notary Public in and for said County and State, the within named Sue P. Radabaugh and Jacqueline M. Tucker

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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of April, 19 89

Ann Williams, Notary Public.

Commission Expires 9 July 1989

STATE OF TENNESSEE

_____ County.

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public

Commission Expires _____

BOOK 7814 PAGE 899

INSTALLMENT DEED

FROM
SUE P. RADABAUGH

TO
JACQUELINE M. TUCKER

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Jacqueline M. Tucker (NAME)	(Same) (NAME)	82-3
1124 Lischey Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	372
Nashville, TN 37207 (CITY) (STATE) (P O ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Gary D. Copas
Attorney at Law
216 Third Avenue, North
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00 — Jacqueline M. Tucker
Affiant

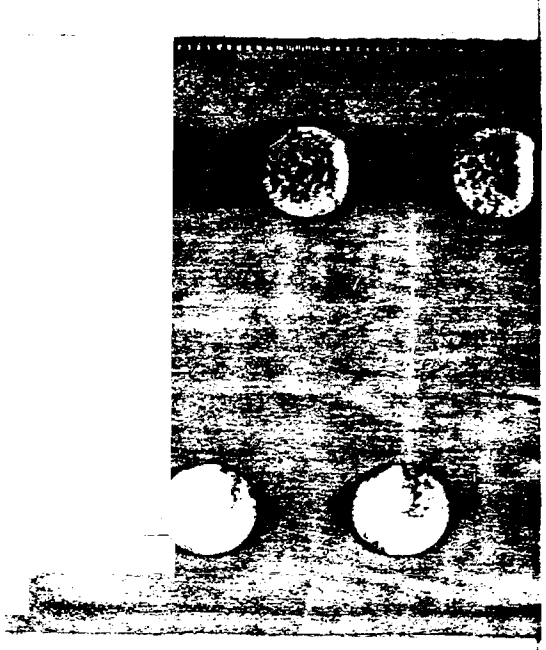
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE

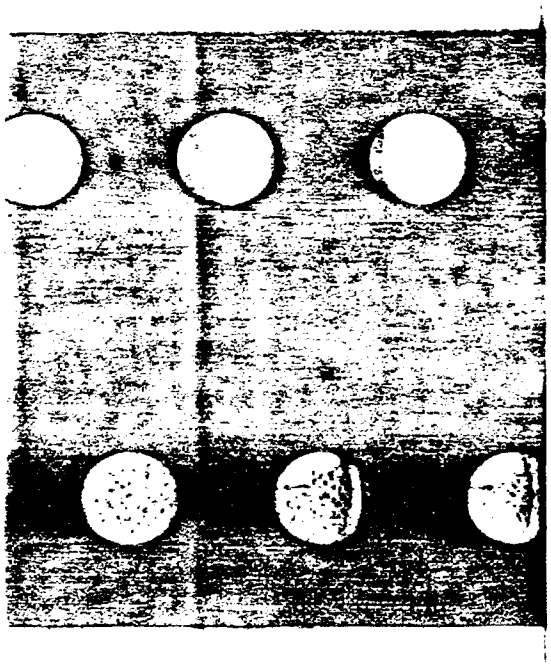
6th DAY OF April, 1989

Notary Public

MY COMMISSION EXPIRES: 9 July 1989

(AFFIX SEAL)





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7814 PAGE 900

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	33500.00
CON TX	115.50
MOR TX	36.22
PRFEE	0.50
WDEED	15.00
TOTAL	167.22
CHECK	167.22

04/11/89 01 16:15 0001 4771

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

24073

TENNESSEE

APR 11 4 14 PM '89

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 199167