BOOK 7907 PAGE 690

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM Cunningham et ux

TO Hinkle Etal

For draftsman's use

Prepared by Rick M. Johnson
3221 Nolensville Rd.
Nashville, Tennessee

Recording Tax Purposes is $ 130.00

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George Hinkle Jr. etal (NAME)	S.A.M.E. (NAME)	105-16-138 ~~105-16-139~~
2140 Utopia Ave (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	6Da-23018 6Da-23000
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

55362

IDENTIFICATION

AUG 4 1 18 PM '89

FILED & RECORDED

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 155,000 Ernest M Cunningham
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21 DAY OF July, 1989

Notary Public

MY COMMISSION EXPIRES: 5-20-92

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED FIFTY-FIVE THOUSAND & NO/100 ($155,000.00) DOLLARS of which $ 25,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees George hinkle, Jr. and wife, Janet Hinkle and Jacob Hinkle, unmarried executed their joint promissory note dated July 21, 1989, in the amount of ONE HUNDRED THIRTY THOUSAND & NO/100 DOLLRAS ($130,000.00), payable to ERNEST M. CUNNINGHAM AND WIFE, MARGIE CUNNINGHAM, payable in with interest at the rate of Ten (10) percent per annum beginning September 1, 1989, the sum of ONE THOUSAND TWO HUNDRED FIFTY-FOUR & 53/100 Dollars ($1.254.43) and thereafter a like sum on the same day of each month for two hundred thirty-nine (239) consecutive months or until the note is paid in full. Said payments to be first applied to the interest on the unpaid balance and the remainder to principal until the note is paid in full.

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, WE, ERNEST M. CUNNINGHAM AND WIFE, MARGIE CUNNINGHAM hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto GEORGE HINKLE JR. AND WIFE, JANET HINKLE AND JACOB HINKLE, UNMARRIED herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots 38, 39 & 40 on the Plan of Corine Place of record in Book 332, Page 1, Register's Office for Davidson County, Tennessee.

Said Lots adjoin and front together 50 feet each on the East side of Utopia Street or Avenue and run back between parallel lines 165 feet to an alley.

Being the same property conveyed to Eulus L. Cunningham and Ernest M. Cunningham and to the survivor of them, by deed from Phillip Saindon, Trustee, of record in Book 4340, Page 485, siad Register's Office. The said Eulus L. Cunningham having sinced died,. Margie Cunningham, the wife of Ernest M. Cunningham joins in this instrument conveying any and all right, title and interest she may have due to her marital status.

This is unimproved ( ) improved ( ) property, known as 2140 Utopia Ave Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 seised 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 Rick M. Johnson 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 $ 100,000.00 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 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 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, 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 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:

THE STATUTORY RIGHT OF REDEMPTION IS EXPRESSLY WAIVED

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, 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 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 grantors and grantees, have hereunto set our hands this the 21 day of May, 19 89.

X George Hinkle, Jr.
George Hinkle, Jr

X Janet Hinkle
Janet Hinkle

X Jacob Hinkle
Jacob Hinkle

X Ernest M Cunningham
Ernest M. Cunningham

X Margie Cunningham
Margie Cunningham

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 George Hinkle Jr. & wife Janet Hinkel and Jacob Hinkle and Ernest M. Cunningham and wife, Margie Cunningham 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, Tennessee, this 21 day of May, 1989.

Edward W. [illegible] Notary Public

Commission expires 5-20-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Before me, _____, a Notary Public of 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 ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

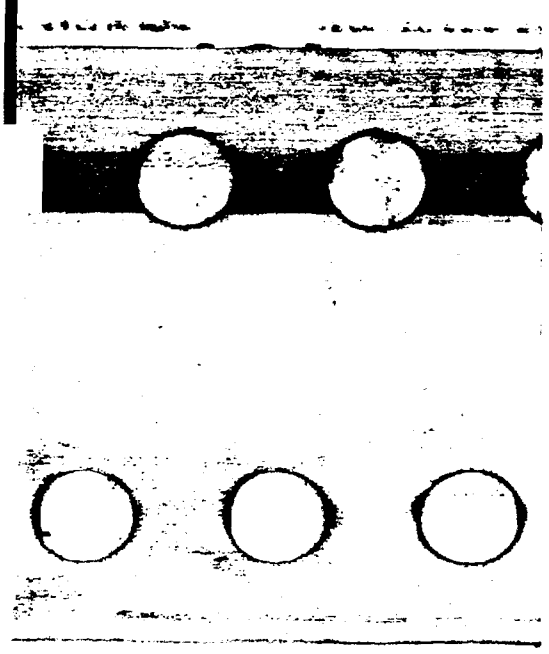
Witness my hand and seal, at office in _____, this _____ day of _____, 19___.

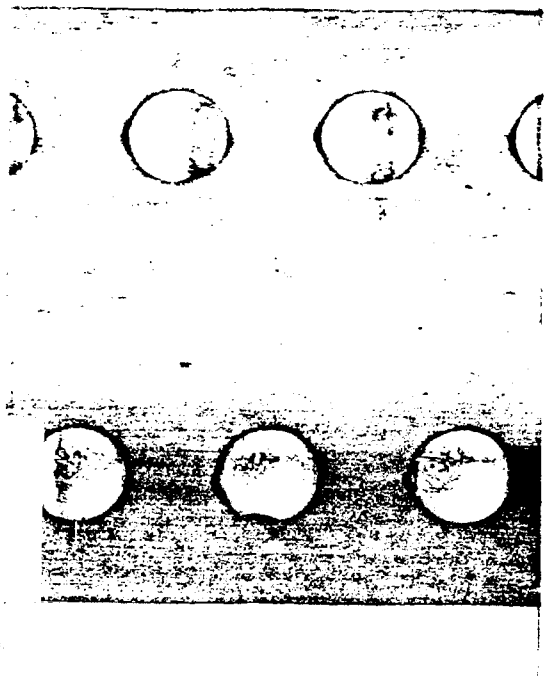
_____ Notary Public

Commission expires _____

28.25 CO/CO 01:51 CHECK 665.70

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
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 155000.00

MAMT 130000.00

CON TX	511.50
MOR TX	147.20
PRFEE	1.00
WDEED	6.00
TOTAL	665.70
CHECK	665.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/04/89 01 13:19 0001 2822

5536 2

IDENTIFICATION

Aug 4 1 18 PM '89

FELIX Z. WILSON II REGISTER

DAVIDSON COUNTY, TENN.

No. 236143