THE MAXIMUM INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $76,900.00

Mortgagee: Abe King Woodard, 200 E. Webster, Madison, Tennessee

INSTALLMENT DEED BOOK 7928 PAGE 738

THIS INSTRUMENT WAS PREPARED BY		
Richard R. Hedgepath, Attorney 4800 Charlotte Avenue, Nashville, TN 37209		
NAME ADDRESS		
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
	Mortgagee:	
Julia McDowell	Abe King Woodard	Map 142-2
(NAME)	(NAME)	
7427 Stacy Drive	200 E Webster	Parcel 68
(ADDRESS)	(ADDRESS)	
Nashville, Tennessee 37209	Madison, Tennessee	
(CITY) (STATE) (P.O.ZIP)	(CITY)(STATE)(ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF EIGHTY-EIGHT THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($88,900.00) OF WHICH TWELVE THOUSAND AND NO/100 ($12,000.00) has been paid in cash by the Grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantee has executed her Promissory Note, of even date herewith payable to Abe King Woodard, and Helen J.M. Woodard in monthly installments of SIX HUNDRED SEVENTY-FOUR AND 86/100 DOLLARS ($674.85) for 59 months and one final monthly installment of SEVENTY-FOUR THOUSAND TWO HUNDRED SIXTY-FIVE AND 87/100 DOLLARS ($74,265.87). The final monthly installment (60th) being due and payable five (5) years from date of the Promissory Note.

The monthly installments to commence on the first (1st) day of October, 1989, and includes principal and interest at 10% per annum, the note can be prepaid without penalty, 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, Abe King Woodard and wife, Helen J.M. Woodard, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto Julia McDowell, an unmarried person, herein called Grantee, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 81, Cross Timbers Section 2, as of record in Book 3700, page 92, Register's Office for Davidson County, Tennessee.

Said Lot 81 fronts 85 feet along the southerly margin of Stacy Drive and runs back 150 feet between parallel lines to an 85 foot line at the rear.

Being the same property conveyed to Abe King Woodard and wife, Helen J.M. Woodard, by deed from Alvin W. Terrell and Son, Inc. of record in Book 4267 Page 845 Register's Office for Davidson County, Tennessee.

Grantee will pay the real estate taxes for 1989 and thereafter. The Grantor will furnish a copy of the tax statement to Grantee when received from the Trustee, HOWEVER, Grantee is responsible for payment.

Improved Property	7427 Stacy Drive	Nashville	Tennessee	37209
(House Number)	(Street)	(City)	(State)	(Zip)

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 seized and possessed of said real estate in fee simple, have a good right to convey it, and 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 Richard R. Hedgepath, 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 $76,900.00 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 grantors, 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 twenty 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 weekly publications in a newspaper of general circulation, daily or weekly, circulated 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. 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 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 grantors 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 30th day of August, 1989.

Abe King Woodard
ABE KING WOODARD

Helen J.M. Woodard
HELEN J.M. WOODARD

Julia McDowell
JULIA McDOWELL

[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON) The actual consideration or value whichever is
[greater, for this transfer is: $88,900.00
[Subscribed and sworn to before me, this the 30 day of
[August, 1989.
[Julia McDowell
[Affiant
[My commission expires: 11-12-89
[(Affix Seal)
[Joyce Jordan
[NOTARY PUBLIC

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 Abe King Woodard, Helen J.M. Woodard and Julia McDowell, 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 30th day of August, 1989.

Joyce Jordan
NOTARY PUBLIC

My commission expires: 11-12-89

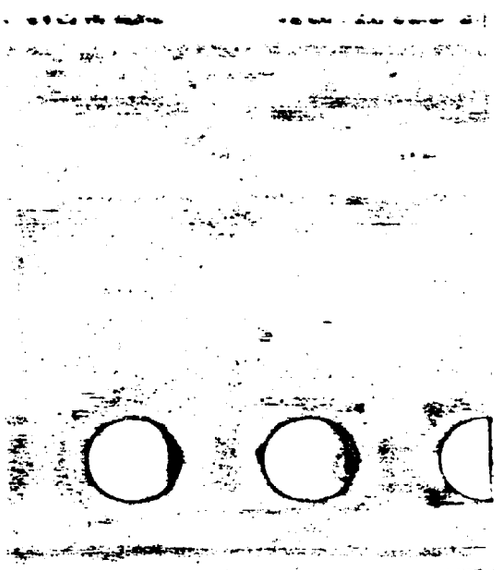
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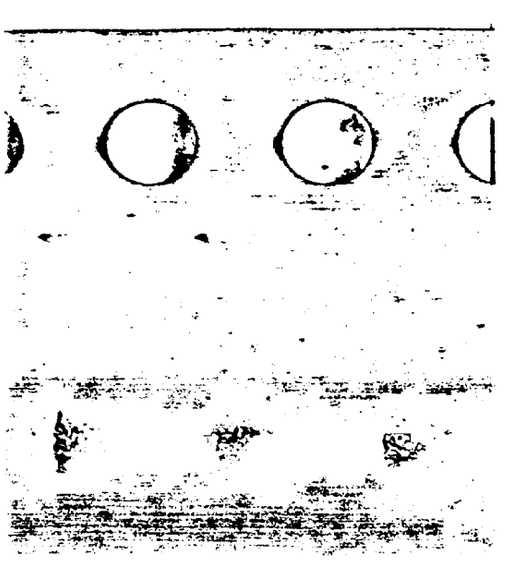
IDENTIFICATION REFERENCE

SEP 1 9 51 AM '89

DAVIDSON COUNTY, TN

62791





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7928 PAGE 741

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	88900.00
MAMT	76900.00
CON TX	293.37
MOR TX	86.14
PRFEE	1.00
WDEED	9.00
TOTAL	389.51
CHECK	389.51

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/01/89 01 09:52 0001 0795

627.97

IDENTIFICATION REFERENCE

SEP 1 9 51 AM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 244831