mail to:

Maximum Indebtedness for
Tennessee Recording Tax
Purposes is $18,400.00

Prepared By:
Milton W. Smith, Jr., Atty.
4301 Hillsboro Road, #330
Nashville, Tennessee 37215

INSTALLMENT DEED

BOOK 8666 PAGE 186

Address New Owner(s):	Send Tax Bills To:	Map-Parcel
Bobby E Kelly and wife, Lorene M. Kelly (Name)	Ruth Marie Hall (Name)	Map 94-1
600 South 15th Street (Street Address or Rt. #)	4103 Utah Avenue (Street Address)	Parcel 294
Nashville, TN 37206 (City) (State) (Zip)	Nashville, TN 37209 (City) (State) (Zip)	

FOR AND IN CONSIDERATION of the sum of Twenty Thousand and no/100 Dollars ($ 20,000.00) of which $1600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this date executed a certain Installment Deed Note, due as therein provided and payable to Ruth Marie Hall/single 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, Ruth Marie Hall hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto Bobby E. Kelly and wife, Lorene M. Kelly, herein called grantees, theirs heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 110 on the Map of Shelby Village No. 2, as of record in Book 1835, page 48, Register's Office for said County, described as follows:

Beginning at a point in the southerly margin of Eastside Avenue, at the corner of Lots 110 and 111; thence with the margin of said avenue, northeasterly 56.5 to a concrete monument at the beginning of a curve; thence around said curve, easterly 33.93 feet to a concrete monument in the westerly margin of South 15th Street; thence with the margin of the same 60 feet to a point, the corner of lots 109 and 110; thence with the line between said lots, southwesterly 94.8 feet to the corner of Lots 109, 110, and 111; thence with the line between Lots 110 and 111, northwesterly 100.6 feet to the point of beginning.

Being the same property conveyed to Ruth Marie Hall by deed from Dorothy Wortham, of record in Book 2401, page 87, Register's Office for Davidson County, Tennessee.

This is improved property, known as Lot. No. 110 on the map of Shelby Village No. 2, as of record in Book 1835, page 48, Registers Office for Davidson County, Tennessee , and is not the principal residence of the Grantor.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $20,000.00

AFFIANT

Subscribed and sworn before me this 14th day of March, 1990.

NOTARY PUBLIC AT LARGE

My Commission Expires: 3-27-93

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. I do 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 do further convenant and bind myself, my 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 note, 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, we, the said grantees herein, do hereby transfer and convey unto Milton W. Smith, Jr. 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 $20,000.00 until the note herein secured is 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 her 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 note, 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 note aforesaid when due, according to its 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 installment of said note 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 note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note , 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 note, all remaining payments due under the note 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, statutory right 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 said note, 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 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 the note 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 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 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 grantees, have hereunto set our hands this the 14th day of March, 1990.

GRANTOR:

Ruth Marie Hall
RUTH MARIE HALL

GRANTEES:

Bobby E Kelly
BOBBY E. KELLY

Lorene M. Kelly
LORENE M. KELLY

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, RUTH MARIE HALL, single, and BOBBY E. KELLY AND WIFE, LORENE M. KELLY, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at Office, this 14th day of March, 1990.

My Commission Expires: 3-27-93

Notary Public

1-1-3 0 5

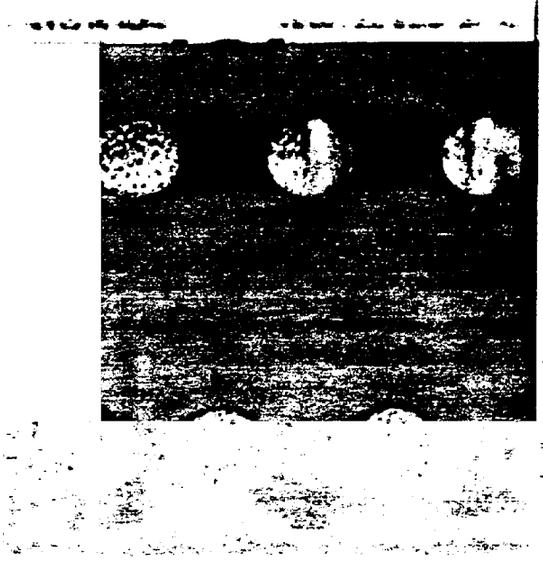
IDENTIF. TREFERENCE

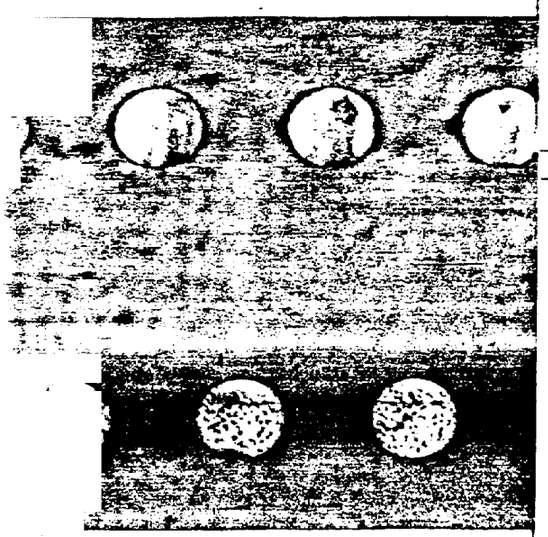
MAR 16 9 15 AM '90

DAVIDSON COUNTY TN.

MAIL LIEN

3043 03/16 0101 03CHECK 94.86





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

RECEIVED OF _____

FOR _____

BOOK 8066 PAGE 189

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 20000.00
				MAMT 18400.00
				CON TX 66.00
				MOR TX 18.86
				PRFEE 1.00
				WDEED 9.00
				TOTAL 94.86
				CHECK 94.86
03/16/90	01		09:13 0001	3043

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

II II 3 0 5

IDENTIFICATION REFERENCE

Mar 16 9 15 AM '90

FELIX Z. WILSON II
DAVIDSON COUNTY TN.

No. 301503