PREPAID BY: V. H. Dixon, Jr. 1821 Jefferson Street, Nashville, Tennessee 37208

ADDRESS NEW OWNER: SEND TAX BILLS TO: Map 81-7: Parcel 7

Korlon Kilpatrick, Sr.
1709 Simpkins Street
Nashville, Tennessee 37208

Capitol Realty Company
1821 Jefferson Street
Nashville, Tennessee 37208

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Subscribed and sworn to before me,
this the 28th. day of Sept., 1990

Affiant

My commission expires: May 13, 1994

Notary Public

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND and NO/100 DOLLARS ($20,000.00) of which no Dollars has been paid in cash, the receipt of which is hereby acknowledge and for the remainder Twenty Thousand and No/100 Dollars ($20,000.00), Korlon Kilpatrick, Sr., has executed a note in the face amount of Twenty Thousand and No/100 Dollars ($20,000.00) payable in 120 monthly installments of Two Hundred Seventy Five and 60/100 Dollars ($275.60) beginning on the first day of October, 1990 with payments due on the first day of each succeeding month until the entire amount has been paid, such payments include principal and interest at the rate of eleven percent interest 11%, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney fees, a lien is expressly retained on the land herein conveyed, Henrie B. Dixon have this day bargained and sold, and do hereby transfer and convey unto the said Korlon Kilpatrick, Sr., and his (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 5 in A. C. Dudley's Subdivision of record in Book 161, Page 10, Register's Office for said County.
Said Lot No. 5 fronts 50 feet on the south side of Simpkins Street (once called "E" Street) and extends back between parallel lines 140 feet to an alley.
Being property conveyed to V. H. Dixon and wife, Henrie B. Dixon by deed from Richard W. Hatfield as of record in Book 4315, Page 781, R. O. D. C.

This is improved property known as 1709 Simpkins Street.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Korlon Kilpatrick, Sr. and his (sucessors), 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 my heirs and representatives, to warrant and forever defend the title to said real estate to said Korlon Kilpatrick, Sr., his (successors), 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 indebtedness;, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided and for the consideration of one dollar paid in cash, receipt of which is acknowledge, the said Korlon Kilpatrick, Sr. hereinafter refers trustors, hereby transfer and convey unto V. H. Dixon, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agrees to keep all buildings now on or to-be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $20,000.00, or at least the maximum insurable value, until the indebtedness herein secured is fully paid and to have the loss, in any, made

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $20,000."

payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustors further agrees to pay all taxes and assessments thereon, general or special and to pay them when due and upon demand of said trustee or the lawful owner and holder of said indebtedness to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or to prove the above indebtedness, all the costs and expenses of such appearance of proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do shall bear 12 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then trust conveyance shall be of no further force or effect, But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 or holder of said indebtedness then past due and unpaid all remaining unpaid indebtedness, and installments thereof, 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 all 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall 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 indebtedness herein secured, and any all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, 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 indebtedness, or if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness my hand on this 28th. day of September, 1990, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Henrie Dixon

Korlon Kilpatrick, Sr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, V. H. Dixon, Jr., a Notary Public in and for said County and State, the within named, Henrie Dixon and Korlon Kilpatrick, Sr., the Bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th. day of September, 1990

NOTARY PUBLIC

My Commission Expires:
May 13, 1994

9638 10/12 0101 03CHECK 97.45

64470

IDENTIF. TREFERENCE

OCT 12 9 23 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

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 20000.00
MAMT 20000.00
CON TX 66.00
MOR TX 20.70
PRFEE 1.00
WDEED 9.00
MISC 0.75
TOTAL 97.45
CHECK 97.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/12/90 01 09:25 0001 9638

64470

IDENTIF. TREFERENCE

OCT 12 9 24 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

No. 363893