THIS DOCUMENT PREPARED BY:

Sue McKnight Evans
1800 Parkway Towers
404 James Robertson Parkway
Nashville, TN 37219
(615) 726-4916

BOOK 9332 PAGE 631

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
JACK L. PHILLIPS	JACK L. PHILLIPS	Map 83-07
(NAME:) 804 Powers Avenue	(NAME:) 806 Powers Avenue	Parcel 51
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN	(STREET ADDRESS) Nashville, TN	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Thirty Two Thousand ($32,000) Dollars, of which One Thousand ($1,000) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty One Thousand ($31,000) Dollars, ha S executed

an installment note, with the balance to be paid in 180 payments over a period of 15 years, at the interest rate of 9.0 percent, in monthly payments of $314.43 per month, with the first payment due March 1, 1994, and continuing thereafter until paid in full. The sellar will hold the note on the property.

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, Robert O'Malley and wife, Betty O'Malley 804 Powers Avenue, Nashville, Tennessee, the sellers have this day bargained and sold, and do hereby transfer and convey unto the said Jack L. Phillips the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 17 on the Plan of the Robert Powers Lands, as of record in Book 421, page 56, Register's Office for said County to which said plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Robert A. O'Malley pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667), by deed dated September 25, 1981 and recorded in Book5907, page 681, Office of the Register, County of Davidson, State of Tennessee.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 31,000.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 32,000.00

Subscribed and sworn to before me, this the 10th day of March, 19 94

My commission expires: Aug 23, 1994 (Affix Seal)

Robert O'Malley Affiant

Notary Public

unimproved ( )
This is improved (X) property, known as 804 Powers Avenue, Nashville, TN 37206 (House Number) (Street) P.O. Address:

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Sue M. Evans, 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 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 the sum of $ 32,000, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and so have the loss, if any, made 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 agree 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 the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or 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 any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 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 this 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 and 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 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. 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 only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this eleventh *day of* March, *19* 94, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Robert A. O'Malley

Robert A O'Malley

Betty O'Malley

Jack L. Phillips

JACK L. PHILLIPS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lea Bullock, *a Notary Public in and for said County and State,* Robert O'Malley and wife, Betty O'Malley

the within named 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* 11th *day of* March, *19* 94.

LEANN BULLOCK NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

Notary Public

Commission expires 11/23/1994

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, 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 .....

94 MAY -3 PM 2:30

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE

459

INSTALLMENT DEED

FROM

Robert A. O'Malley and wife,

Betty O'Malley

TO

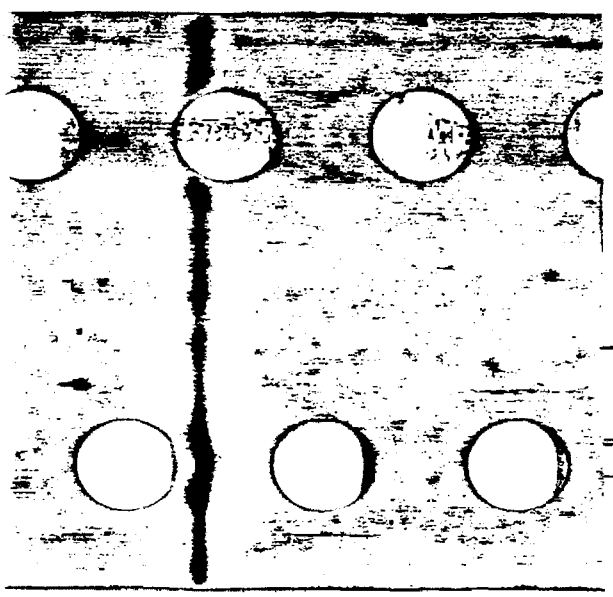
Jack L. Phillips

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

1544 05/03 0101 03CHECK 160.75

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627



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

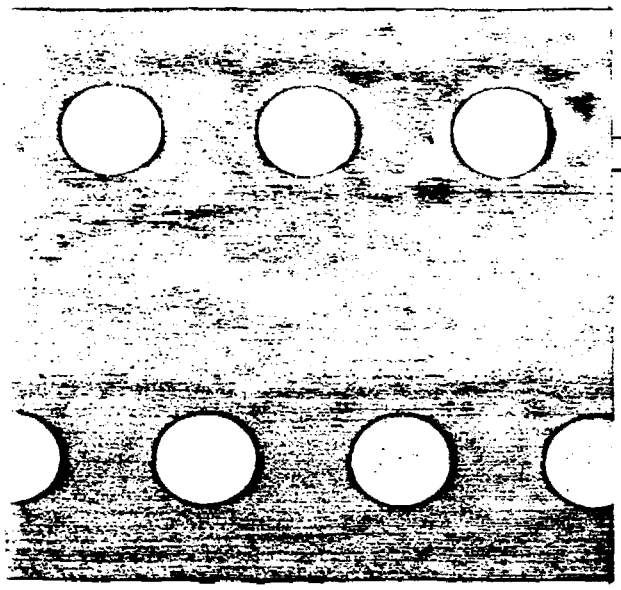
RECEIVED OF 1545 05/03 0101 03CHECK ~~100.00~~

FOR

BOOK 9332 PAGE 633

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 32000.00
				MAMT 31000.00
				CON TX 18.40
				MOR TX 33.35
				PRFEE 1.00
				WDEED 8.00
				~~TOTAL 60.75~~
				CHECK 60.75
05/03/94	01	14:30 0001		1544



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

45922
IDENTIF. ↑ REFERENCE

94 MAY -3 PM 2:30
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

CONT 100.00

~~TOTAL 100.00~~
~~CHECK 100.00~~

05/03/94 01 14:31 0001 1545

TOTAL $160.75

VOID
CON TX ~~18.40~~
NO ~~MOR TX 33.35~~
~~100.00~~

CONT