This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
WAYNE M. McINTURFF, et ux, et al

TO
ALTHEA R. ROOKS

BOOK 9427 PAGE 259

For draftsman's use

THIS INSTRUMENT PREPARED BY:

JAMES A. CARNEY
Attorney at Law
905 Stahlman Building
Nashville, Tennessee, 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Althea R. Rooks (NAME)	Wayne M. McInturff (NAME)	Map 81-15
1506-1/2 16th Avenue, No. (STREET ADDRESS OR ROUTE NUMBER)	Route 3, Box 4481, Pecan Valley Road (STREET ADDRESS)	Parcel 285
Nashville, Tennessee 37208 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37218 (CITY) (STATE) (ZIP)	02W 28610

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE 77811

94 AUG -3 AM 11:31

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 12,500.00 Althea R Rooks
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF June, 19 94

James A Carney
Notary Public

MY COMMISSION EXPIRES: 11-22-96

(AFFIX SEAL)

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Twelve Thousand Five Hundred ----- And No/00 ($12,500.00) ----- DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note of even date in the principal sum of $12,000.00, bearing interest at 10% per annum, payable to the order of Wayne M. and Emma S. Mcturff and Howard R. and Esther J. Cohen, in monthly installments of $182.04 each, commencing on the 1st day of August, 1994, and continuing monthly until fully paid (96 months). A late charge of $15.00 will be charged and paid on any monthly installments due and not paid by the 10th day of the month due,

ESCROW: An additional sum will be paid noteholders monthly equal to 1/12 of the yearly realty taxes and annual insurance premium as escrow for payment of same when due.

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,

Wayne M. McInturff and wife, Emma S. McInturff, and Howard R. Cohen and wife, Esther J. Cohen,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto 08/03 0101 03CHECK 66.75

Althea R. Rooks,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the southerly 29 feet, 3 inches of Lot 311, D. T. McGavock and Other Addition, as of record in Book 21, page 41, Register's Office for Davidson County, Tennessee.

Said part of said lot fronts 29 feet, 3 inches on the easterly side of 16th AVenue, North, formerly Odd Street, and runs back 95.75 feet on the northerly line and 104 feet on the southerly line, to an alley in the rear, measuring 29 feet, 3 inches thereon.

Being the same property conveyed to Wayne M. McInturff and wife, Emma S. McInturff, and Howard R. Cohen and wife, Esther J. Cohen, by deed from J. A. Carney, Substitute Trustee, of record in Book 9391, page 363, Register's Office for Davidson County, Tennessee.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR
TENNESSEE RECORDING TAX PURPOSES
IS $12,000.00

This is unimproved ( ) improved (XX) property, known as 1506-1/2 (House Number) 16th Avenue, North (Street) Nashville, Tennessee 37208 (P. O. Address: City or Town) (Postal Zone)

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED.

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 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 Bob Herrman, 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 $ Ins. Int. until the notes herein secured are fully paid, and to have the ins, 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:

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 28th day of June, 19 94.

Wayne M. McInturff
WAYNE M. McINTURFF

Emma S McInturff
EMMA S. McINTURFF

Howard R Cohen
HOWARD R. COHEN

Esther J. Cohen
ESTHER J. COHEN

Althea R Rooks
ALTHEA R. ROOKS

BOOK 9427 PAGE 260

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me JAMES A. CARNEY, a Notary Public in and for said County and State, the within named Wayne M. McInturff and wife, Emma S. McInturff, and Althea R. Rooks, 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 28 day of June, 19 94.

James A Carney Notary Public

Commission expires 11-25-95

JAMES A. CARNEY NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
County of DAVIDSON

Personally appeared before me, James A. Carney, a Notary Public in and for said County and State, the within named Howard R. Cohen and wife, Esther J. Cohen, 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.

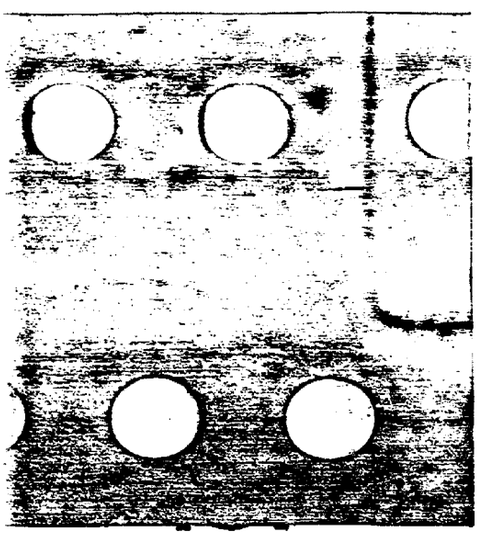
Witness my hand and official seal at Nashville, Tennessee, this 28 day of June, 19 94.

James A Carney Notary Public

Commission Expires 11-25-95

JAMES A. CARNEY NOTARY PUBLIC DAVIDSON COUNTY





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

RECEIVED OF _____

FOR _____

BOOK 9427 PAGE 261

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 12500.00
MAMT 12000.00
CON TX 46.25
MOR TX 11.50
PRFEE 1.00
WDFEE 8.00
BASE 66.75
CHECK 66.75

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/03/94 01 11:30 0001 4170

77811
IDENTIF. & REFERENCE

94 AUG -3 AM 11:31
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 820689