BOOK 9453 PAGE 209

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
WAYNE M. MCINTURFF, et ux, et al

TO
DENNIS M. POWELL, JR.

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
Dennis M. Powell, Jr. (NAME)	NO MORTGAGE ESCROW (NAME)	Map 56
1824 5th Avenue, North (STREET ADDRESS OR ROUTE NUMBER)	SEND TAX BILLS TO: (STREET ADDRESS)	Parcel 57
Nashville, Tennessee 37208 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	

IDENTIFICATION REFERENCE 87039

(FOR REGISTER'S USE)

94 SEP -1 PM 1:27
FILED FOR RECORD REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 22,500.00 Jas M Powell Jr
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF August, 1994.

James A Carney
Notary Public

MY COMMISSION EXPIRES: 11-25-97

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Two Thousand Five Hundred ---------- And No/00 ---------- ($22,500.00) ---------- DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note of even date in the principal sum of $21,500.00, bearing interest at the rate of 9 1/2% per annum, payable to the order of Wayne M. McInturff and Emma S. McInturff, a 1/2 interest, and James A. Lewis and Hilda M. Lewis, a 1/2 interest, in monthly installments of $224.46 each, commencing on the 1st day of October, 1994, and continuing monthly until fully paid, including principal and interest. A late charge of 5% will be charged and paid on any monthly installments due and not paid on or before fifteen (15) days after due date,

MAXIMUM PRINCIPAL INDBEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $21,500.00

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 James A. Lewis and wife, Hilda M. Lewis,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Dennis M. Powell, Jr.,

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

Being Tract No. 4 according to a survey of William M. Keel, Surveyor.

BEGINNING at an iron pin in the southerly margin of Pecan Valley Road, said point being the northwest corner of the property conveyed to J. Frank Baker and wife, by deed of record in Book 3835, page 267 of said Register's Office of Davidson County, Tennessee;

THENCE, with Bakers westerly boundary, South 14 degrees 46' 12" East, 1193.12 feet to an iron pin on top of a ridge;
THENCE, with the said ridge, south 81 degrees 34' 26" West, 225.49 feet to an iron pin;
THENCE, North 15 degrees 30' 16" West, 1025.40 feet to an iron pin in the southerly boundary of Pecan Valley Road;
THENCE, with southerly margin of Pecan Valley Road, North 43 degrees 07' 28" East, 267.11 feet to the point of beginning, containing 5.60 acres, more or less.

BEING the same property conveyed to Wayne M. McInturff and wife, Emma S. McInturff, a 1/2 undivided interest, and James A. Lewis and wife, Hilda M. Lewis, a 1/2 undivided interest, by deed from Al Johnson of record in Book 8947, page 350, REgister's Office for Davidson County, Tennessee.

This is unimproved (XX) improved ( ) property, known as ..... Pecan Valley Road Nashville, Tennessee 37218
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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, NASHVILLE, TN. 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 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 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, 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 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 29th day of August, 19 94.

Wayne M. McInturff
WAYNE M. MCINTURFF

Emma S. McInturff
EMMA S. MCINTURFF

James A. Lewis
JAMES A. LEWIS

Hilda M. Lewis
HILDA M. LEWIS

Dennis M. Powell Jr.
DENNIS M. POWELL, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me James R Carney, a Notary Public in and for said County and State, the within named Wayne M. McInturff and wife, Emma S. McInturff, James A. Lewis and wife, Hilda M. Lewis, and Dennis M. Powell, Jr. 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 29th day of August, 19 94.

James R Carney
Notary Public

JAMES R. CARNEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 11-25-95

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, (or proved to me on the basis of satisfactory evidence), 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 _____.

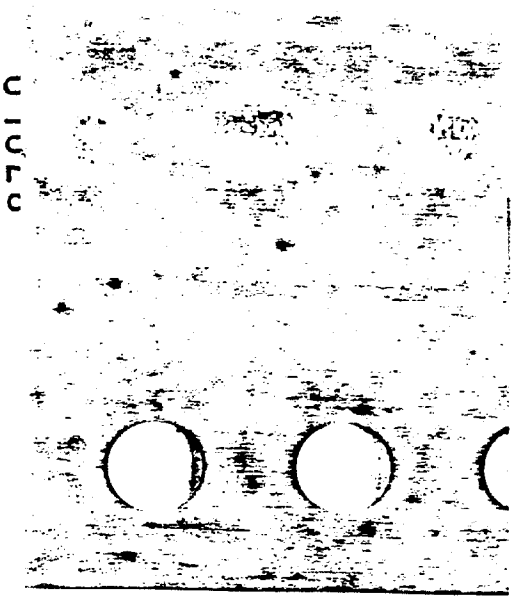
Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____
Notary Public

Commission expires _____

4275 09/01/1010 03:34 CHECK 114.00

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



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

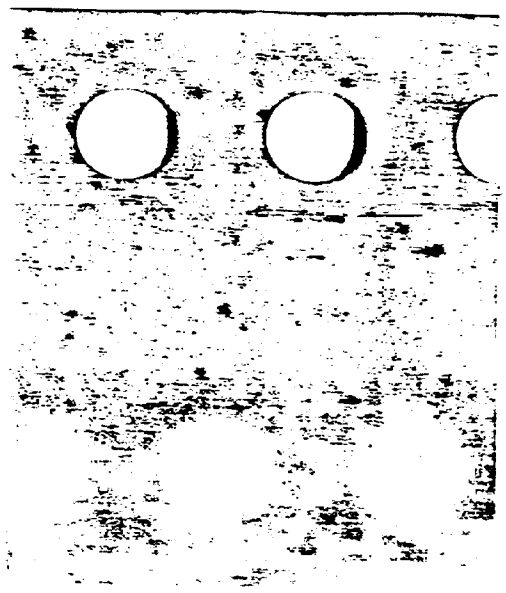
RECEIVED OF _____

FOR _____

BOOK 9453 PAGE 211

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
09/01/94	01	13:25 0001	4275	



87039
IDENTIF. ↑ REFERENCE

94 SEP -1 PM 1:27
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

CAMT	22500.00
MAMT	21500.00
CON TX	83.25
MOR TX	22.43
RECRDG	1.00
MDEED	8.00
TOTAL	114.68
CHECK	114.68

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 830651