THE MAXIMUM INDEBTEDNESS FOR TENN. RECORDING TAX PURPOSES IS $36,400.00

INSTALLMENT DEED

THIS INSTRUMENT WAS PREPARED BY: Richard R. Hedgepath, Atty., 4800 Charlotte Ave., Nashville, TN 37209		
NEW OWNER(S)	SEND TAX BILLS TO:	MAP-PARCEL
Leslie I. Duke, et ux 6504 Fleetwood Dr. Nashville, TN 37215	Same	91-11-149

FOR AND IN CONSIDERATION OF THE SUM OF FIFTY-TWO THOUSAND AND 00/100 DOLLARS ($52,000.00) OF WHICH FIFTEEN THOUSAND SIX HUNDRED AND 00/100 ($15,600.00) HAS BEEN PAID BY GRANTEES, FOR ALL OF WHICH GRANTORS HEREBY ACKNOWLEDGE AND FOR THE REMAINDER GRANTEES HAVE THIS DATE EXECUTED THEIR PROMISSORY NOTE, HEREINAFTER REFERRED TO A LIEN NOTE, IN THE PRINCIPAL AMOUNT OF THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($36,400.00) PAYABLE TO GRANTORS, **GERTRUDE BRUMIT** AND **RONALD T. CHAMBERS**, SAID AMOUNT TO BE PAID IN 180 MONTHLY INSTALLMENTS THE FIRST 179 OF WHICH ARE IN THE AMOUNT OF $358.45 AND THE 180TH AND FINAL PAYMENT IN THE AMOUNT OF $356.72, WHICH INCLUDES INTEREST AT THE RATE OF EIGHT AND ONE-HALF PERCENT (8.5%) PER ANNUM, WITH THE FIRST PAYMENT DUE AND PAYABLE THE 16TH DAY OF FEBRUARY, 1995 AND A LIKE PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL PAID IN FULL. SAID PAYMENTS TO BE APPLIED FIRST TO INTEREST AND THE REMAINDER TO PRINCIPAL.

We, **Gertrude Brumit** and **Ronald T. Chambers** and wife, **Terry D. Chambers**, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto **Leslie I. Duke** and wife, **Odessa Duke**, hereinafter called Grantees all our right, title and interest in and to the below described property, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot Nos. 1021 and 1023 of Block 61, Plan #1 of West Nashville, which is of record in Book 57, Pages 74 and 75, R.O.D.C., Tennessee.

SAID Lots join and front together 60 feet on the north side of Indiana Avenue and extends back northwardly between parallel lines along the east margin of Fifty Second Avenue, formerly 11th Street, One Hundred and Fifty feet (150') to an alley.

Being the same property conveyed to E. G. Appleton and wife, Elizabeth Appleton by deed from W. W. Pennington and wife, Nannie P. Pennington as of record in Book 741, Page 752, said Register's Office. The said parties having since died, the said E. G. Appleton having predeceased the said Elizabeth Appleton. And being the same property vested in Gertrude Brumit and Ronald T. Chambers by deed from Richard R. Hedgepath, co-executor of the estate of Lizzie Appleton, Cecil Dunn George Appleton and wife, Elizabeth Appleton, Berryl Hedgepath and husband Vernon Hedgepath, Mary Lou Sawyer and Agnes Kinnaman, being all the devisees under the Will of Lizzie Appleton of record in Will Book 133, Page 401, Probate Court for Davidson County, Tennessee.

THE REAR DWELLING HOUSE IMPROVEMENT KNOWN AS 802 - 52ND AVE., N. IS NON-CONFORMING AND CANNOT BE REBUILT IF DESTROYED, TORN DOWN OR FIRE DAMAGED.

The above description is the same as in the previous deed of record.

5112 Indiana Ave., Nashville, TN 37209
(House Number) (Street) (City) (State) (Zip)

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 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 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 us in hand paid, we the said grantees herein do hereby transfer and convey unto **R. R. Hedgepath, Trustee**, a resident of Nashville, Davidson County, Tennessee, 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 maximum insurable amount 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 fifteen days from date of such payment, or in the event the Grantees die, or in the event the Grantees are in voluntary or involuntary bankruptcy, 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 weekly publications in a newspaper of general circulation, daily or weekly, distributed 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 grantors 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 16th day of January, 1995.

Gertrude Brumit
GERTRUDE BRUMIT - GRANTOR

Ronald T. Chambers
RONALD T. CHAMBERS - GRANTOR

Terry D. Chambers
TERRY D. CHAMBERS - GRANTOR

Leslie I. Duke
LESLIE I. DUKE - GRANTEE

Odessa Duke
ODESSA DUKE - GRANTEE

25915

IDENTIFICATION REFERENCE

95 JAN 17 PM 3:25

REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Gertrude Brumit, Ronald T. Chambers** and wife, **Terry D. Chambers** and **Odessa Duke**, 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 16th day of January, 1995.

RICHARD R. HEDGEPATH NOTARY PUBLIC LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

My Commission Expires NOV. 22, 1997

My commission expires: _____

3667 01/17 0201 03CHECK 248.96

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Leslie I. Duke**, the bargainor, 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 16 day of January, 1995.

Gayla M. Moore
NOTARY PUBLIC

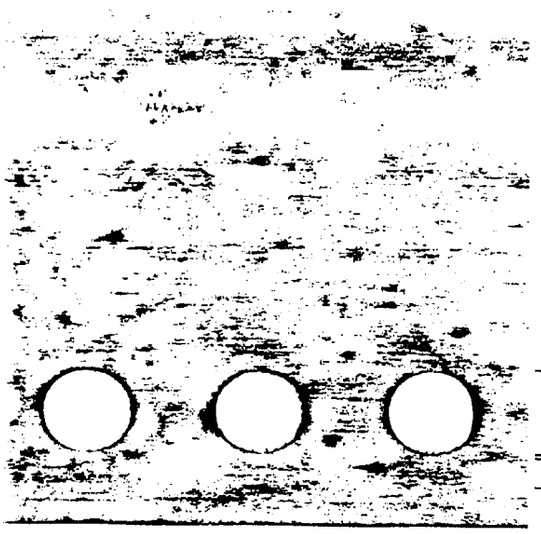
GAYLA M. MOORE NOTARY PUBLIC DAVIDSON COUNTY

My commission expires: Jan. 24, 1998

[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON) The actual consideration or value, whichever is
[ ) greater, for this transfer is: $52,000.00.
[
[Subscribed and sworn to before me,
[this the 16 day of January, 1995.
[
[_____
[NOTARY PUBLIC
[My commission expires: _____
[(Affix Seal)

Affiant

RICHARD R. HEDGEPATH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 1997



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

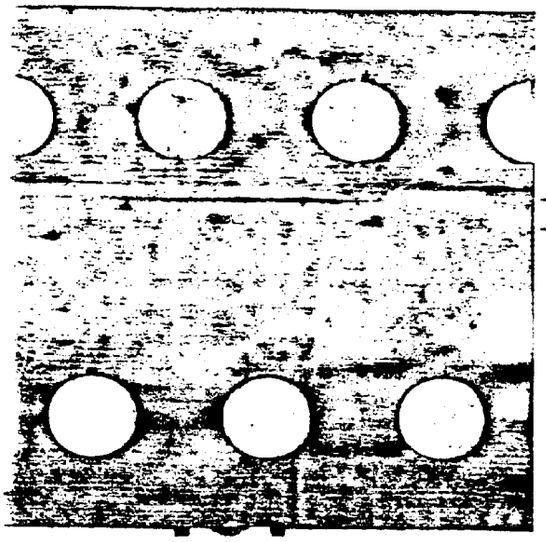
RECEIVED OF _____

FOR _____

BOOK 9572 PG 755

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 52000.00
MAMT 36400.00
CON TX 192.40
MOR TX 39.56
PRFEE 1.00
TDEED 16.00
~~E.F.R. CO~~
~~TDEED 16.00~~
WDEED 16.00
TOTAL 248.96
CHECK 248.96

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

25945 IDENTIF. # REFERENCE

95 JAN 17 PM 3:2[illegible]

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

01/17/95 01 15:25 0001 2667

No. 872500