This instrument prepared by: L. Ken Johnson, Attorney
302 Moss Trail Goodlettsville
Tennessee, 37072

BOOK 9612 PG 758

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $50,000.00

Ella M. Benford
ELLA MAE BENFORD

Subscribed and sworn to before me this the 6th day of March, 1995.

Louis P. Johnson
Notary Public

My comm. exp. 9-27-97

ADDRESS NEW OWNER: ELLA MAE BENFORD
1125 North 5th St
Nashville, Tn.

SEND TAX BILLS TO: same

MAP/PARCEL NO.: 71-16-186

Mortgagee: Charles E. Evans Et Ux
147 Bayshore Drive
Hendersonville, Tn. 37075

INSTALLMENT DEED

MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 45,000.00

For and in consideration of the sum of Fifty Thousand and no/100 ($50,000.00) Dollars, of which Five Thousand and N0/100 ($5,000.00) has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said Grantee has executed her note of even date payable to the Grantor, in the amount of Forty Five Thousand and N0/100 ($45,000.00) Dollars of even date, with interest at the rate of Ten Per Centum (10%) interest beginning March 1. 1995 and payable Four Hundred Eighty Three and 75/100 ($483.75) Dollars, monthly, beginning April 1, interest included, until paid, and Grantee agrees to pay a 10% penalty on any payment not paid within 10 days of due date and there is no prepaid penalty, and providing for payment of attorney's fees and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, CHARLES E. EVANS and wife, JO B. EVANS, hereinafter called the Grantors, have this day bargained and sold and do hereby transfer and convey unto the said ELLA MAE BENFORD, her heirs and assigns, a certain tract or parcel of land AS FOLLOWS:

Land in Davidson County, Tennessee, being Lot No. 84 and the southerly 15 feet of Lot No. 85 on the Plan of Oakwood Park, of record in Book 421, page 12, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Charles E. Evans et ux by deed from Security Pacific National Bank, Trustee for American Housing Trust IV, of Record in Book 8414 page 517, Register's Office for Davidson County, Tennessee.

L. KENNETH JOHNSON
LAWYER
302 MOSS TRAIL
GOODLETTSVILLE, TN 37072
859-2258

THIS PROPERTY IS CONVEYED "AS IS" AND SUBJECT TO ALL EASEMENTS APPARENT AND OF RECORD and ANY PREMISES INCLUDED IN ROADS OR STREETS.

To have and to Hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said ELLA MAE BENFORD, her heirs and assigns, forever

And We, CHARLES E. EVANS, and wife, Jo B. Evans, do covenant with the said ELLA MAE BENFORD that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered unless otherwise stated in this Deed.

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And we do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said land to the said ELLA MAE BENFORD her heirs and assigns against the lawful claims of all persons whomsoever.

This is improved property known as 1125 North 5th Street, Nashville, Tn.

AND NOW, for the purpose of better and more effectually securing the payment of lien notes and rendering unnecessary court proceedings for the enforcement of said lien in the event of non payment of said payments or notes as they mature, as hereinafter provided and for the consideration of one dollar, to us in hand paid, I the said Grantee herein do hereby transfer and convey unto L. Kenneth Johnson, Trustee, his successors and assigns the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. I the said Grantee do hereby agree to keep all buildings now on, or to be hereafter erected on said property insured in some reliable insurance company or companies for its actual value until the note herein secured is 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 note, as his interest may appear. I 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 I fail to do either, then the said Trustee, or the lawful owner and holder of said note, or any of them, may do any and 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 I, the said Grantee shall pay the note, aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this Trust conveyance shall be of no further force and effect. BUT, if I fail to pay any of the payments of the note promptly when due or at maturity or if, failing to pay taxes, keep up repairs or keep premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said note for all sums with interest, so expended by said Trustee, or lawful owner and holder of said note, 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 note or payments past due and unpaid, all of remaining portion of said note shall become due and payable at once, without notice, and 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 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. I agree that the Trustee, may at any time after default in the payments of said note, enter and take possession of said property, and shall only account for the net rents actually received by him. I further

L. KENNETH JOHNSON
LAWYER
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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 their 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 unpaid note 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 Grantee 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 note, 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 or successor 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.

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IN WITNESS WHEREOF, we the said Grantors and Grantee, have hereunto set our hands at Goodlettsville, Tennessee this the 6th day of March, 1995.

Charles E. Evans
CHARLES E. EVANS

X Jo B. Evans
JO B. EVANS

Ella Mae Benford
ELLA MAE BENFORD

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CHARLES E. EVANS, and wife, JO B. EVANS and ELLA MAE BENFORD the bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained on this the 6th day of March, 1995.

Kevin P. Johnson
Notary Public

My comm. exp. 9-22-97

STATE OF TENNESSEE NOTARY PUBLIC AT LARGE

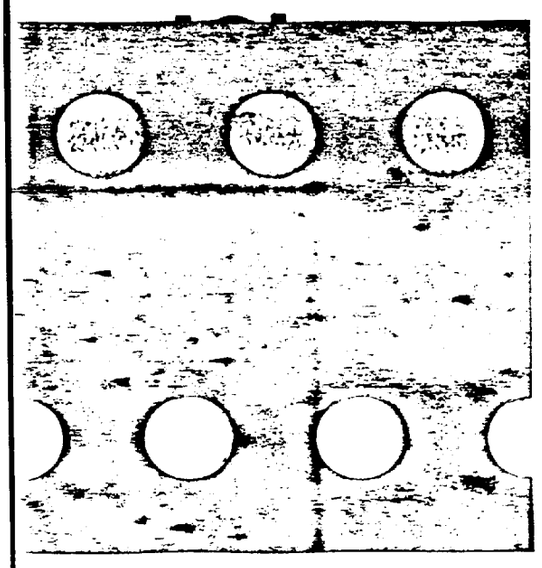
KENNETH JOHNSON
LAWYER
302 MOSS TRAIL
GOODLETTSVILLE, TN 37072
859-2259

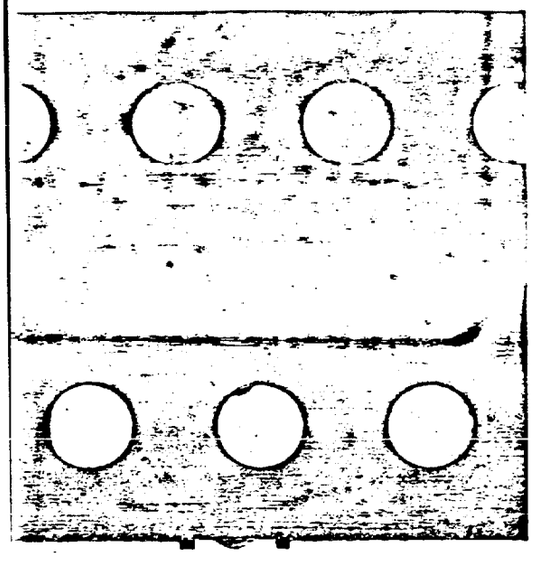
7998 03/07 0101 03CHECK 247.45

INSTALL.DEED.EVANS.BENFORD PAGE. 3

39892
IDENTIF. & REFERENCE

95 MAR -7 AM 9:19
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9612 PG 761

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 50000.00
MAMT 45000.00
CON TX 185.00
MOR TX 49.45
ST BANK 1.00
WDEED 12.00
TOTAL 247.45
CHECK 247.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/07/95 01 09:20 0001 7998

39892
IDENTIF. & REFERENCE

95 MAR -7 AM 9:19

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 887634