BOOK 9615 PG 133

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
CHARLES MITCHELL

TO
ZAKKIYYA SHAKIR

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
Zakkiyya Shakir (NAME)	NO MORTGAGE ESCROW (NAME)	Map 105-10
825 Acklen Avenue (STREET ADDRESS OR ROUTE NUMBER)	SEND TAX BILLS TO: (STREET ADDRESS)	Parcel 138
Nashville, Tennessee 37203 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 38,000.00 Zakkiyya Shakir
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF February 1995.

James A. Carney
Notary Public

MY COMMISSION EXPIRES: 11-23-96
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Eight Thousand ------- And No/00 ($38,000.00) ---------- DOLLARS

of which $ 10.00 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 $38,000.00, bearing no interest, payable to the order of Charles Mitchell on or before the 15th day of August, 1995,

RE-RECORD BOOK 9616 PG 772

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS $38,000.00

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,

Charles Mitchell, an unmarried person,

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

Zakkiyya Shakir, an unmarried person,

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

SEE ATTACHED SHEET MARKED "EXHIBIT A"
FOR COMPLETE LEGAL DESCRIPTION

40756 IDENTIF. & REFERENCE

95 MAR -9 PM 2:31
FELIX A. ANGRISANI REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

PICK-UP

FELIX A. ANGRISANI REGISTER
DAVIDSON COUNTY, TN.
95 MAR 13 AM 8:59

RE-RECORD

41340 IDENTIF. & REFERENCE

Metro taxes for the year 1995 have been prorated and assumed by Buyer.

This is unimproved ( ) improved XX property, known as 825 (House Number) Acklen Avenue (Street) Nashville, Tennessee 37203 (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, Trustee, his successors and assigns, the real estate hereinabefore 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, 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 February, 19 95

Charles Mitchell
CHARLES MITCHELL

Zakkiyya Shakir
ZAKKIYYA SHAKIR

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

RE-RECORD BOOK 9616 PG 773 BOOK 9615 PG 134

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named Charles Mitchell and Zakkiyya Shakir

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 28th day of February, 19 95.

James A Carney Notary Public

JAMES A. CARNEY NOTARY PUBLIC

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 _____

RE-RECORD BOOK 9616PG774 BOOK 9615PG135

EXHIBIT "A"

Being the westerly 30 feet front and 18 feet rear of Lot No. 106 and the easterly 37 feet front and 29 feet rear of Lot No. 109 on the Map of Waverly Place, as of record in Book 57, page 95, Register's Office for said County, described together as follows:

Beginning on the southerly margin of Acklen, formerly Kirkman Avenue at a point 30 feet east of the corner of Lots No. 108 and 109, being the northwest corner of the first tract conveyed to Mrs. Mamie E. Garard, et al, by deed from Maggie W. Caldwell, of record in Book 535, page 416, said Register's Office; thence, with the westerly line of said Garard property, southwardly 250 feet, more or less, to the northerly margin of an alley; thence, with said alley, westwardly 47 feet, more or less, to a point 29 feet west of the corner of Lots No. 106 and 109; thence, northwardly 250 feet, more or less, to the southerly margin of Acklen Avenue; thence, with said Avenue 67 feet, more or less, to the beginning.

Being the same property conveyed to Mary E. Mitchell by deed from W. T. Garner and wife, Madgeline L. Garner, of record in Book 3180, page 258, Register's Office for Davidson County, Tennessee. The said Mary E. Mitchell subsequently died testate, leaving as legatees in her Will bearing date of July 10, 1974, probated in the County Court for Rutherford County, Tennessee on August 23, 1979, of record in Will Book 13, page 271, a one-half interest to her brother, Felix Mitchell, and a one-half interest to her nephew, James Wesley Mitchell, to realty located at 825 Acklen Avenue, Nashville, Davidson County, Tennessee, and the said Felix Mitchell having since died testate on May 23, 1990, and by Will probated in the Probate Court of Davidson County, Tennessee, recorded in Will Book 196 , page 372 , Office of Probate Court for Davidson County, Tennessee, recorded in Book 9614, page 269, Register's Office for Davidson County, Tennessee, devised and bequeathed a life estate to his wife, Emma Mitchell, and a remainder interest, fee simple title, to his nephew, Charles Mitchell, to real property located at 825 Acklen Avenue, Nashville, Davidson County, Tennessee; and

Being the same property conveyed to Charles Mitchell by deed from Emma Mitchell of record in Book 9565, page 945, Register's Office for Davidson County, Tennessee; and

Being the same property conveyed to Charles Mitchell, the one-half interest of James Mitchell by deed of record in Book 9565, page 947, Register's Office for Davidson County, Tennessee.

9586 03/13 0101 03CHECK 12.00

9953 03/09 0101 03CHECK 195.00