INSTALLMENT DEED

BOOK 10050 PG 178

FROM

BILLY G. CAGLE and wife,

DOROTHY M. CAGLE

TO

JOHN ALLBERT and wife,

PAULETTE ALLBERT

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

File No. 3584

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John Allbert (NAME)	Same (NAME)	Map 91-9
6215 Robertson Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcels 50 & 51
Nashville, Tn. 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Field Book No. 6DA 20375

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$ 150,000.00 John G. Allbert
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 14th DAY OF May, 19 96

James W. Stinnett Jr.
Notary Public

MY COMMISSION EXPIRES: 4-9-2000
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --One Hundred Fifty Thousand and 00/100---------- ($150,000.00)---------- DOLLARS of which $15,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory lien note of even date herewith, payable to the order of **BILLY G. CAGLE and wife, DOROTHY M. CAGLE**, in the principal sum of $135,000.00, payable in 360 monthly installments of $990.58 each, beginning June 14, 1996, with a like sum on the 14th day of each consecutive month thereafter, until May 14, 2026, when the final installment shall be due and payable. Said monthly installments include interest at the rate of 8% per annum. There will be a $50.00 late charge on any payment made after 7 days from due date.

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.

We, Billy G. Cagle and wife, Dorothy M. Cagle hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto John Allbert and wife, Paulette Allbert herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY)

1630 05/15 0101 030HECK 720.95

0181745
IDENTIF. ↑ REFERENCE

96 MAY 15 AM 10:20
DAVIDSON COUNTY, TN.

"Maximum Principal Indebtedness for Tennes...
Recording Tax Purposes is $ 135,000.00"

This is unimproved ( ) improved (X) property, known as 6213 Robertson Avenue and 6215 Robertson Avenue, Nashville, TN 3720
(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 *Wm. G. Wilkinson 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 $insb. value 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 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 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 advice 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 14th day of May 19 96

John Allbert
Paulette Allbert

Billy G Cagle
Dorothy M. Cagle

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

BOOK 10050 PG 179

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Billy G. Cagle and wife, Dorothy M. Cagle, and John Allbert and wife, Paulette Allbert the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Ashland City, Tennessee, this 14th day of May, 1996.

James W. Stennett, Jr. Notary Public.

Commission expires 4-9-2000

STATE OF TENNESSEE }
COUNTY OF _____ }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, 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____.

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

_____, Notary Public.

Commission expires _____

*Wm. G. Wilkinson, Trustee
106 Frey Street
Ashland City, TN 37015

BOOK 10050 PG 180

INSTALLMENT DEED
FROM: Billy G. Cagle et ux
TO: John Allbert et ux

Land located in the 8th Civil District of Davidson County, Tennessee, described as follows, to-wit:

Tract No. 1: **BEING** Lot No. 2 on the Map of the Division of the westerly 230 feet of the east one-half of Lot No. 1 on the Map of B. F. Cockrill Farm, as of record in Book 332, Page 58, Register's Office for said County, and described as follows: **BEGINNING** at a point in the south margin of Robertson Avenue at the corner of Lots Nos. 1 and 2, being an iron pin, which is 177.5 feet west of the west margin of Nall Avenue; thence with the line between Lots Nos. 1 and 2, southerly 325 feet to an iron pin; thence westerly 57.5 feet to an iron pin at the corner of Lots Nos. 2 and 3; thence with the line between said lots, northerly 325 feet to an iron pin in the south margin of Robertson Avenue; thence with the margin of the same, easterly 57.5 feet to the beginning.

BEING the same property conveyed to Billy G. Cagle and wife, Dorothy J. Cagle, by deed from T. Q. Foster, Mack Estes, R. V. Bass and J. P. Stallworth, Jr., of record in Book 1880, Page 574, Register's Office for Davidson County, Tennessee.

This is the same description as in the previous deed of record.

Tract No. 2: LAND in Davidson County, Tennessee, being Lot No. 1 on the Map of the division of the westerly 230 feet of the east one-half of Lot No. 1 on the Map of the B. F. Cockrill Farm, as of record in Book 332, Page 58, Register's Office for said County, described as follows: **BEGINNING** at a point in the south margin of Robertson Avenue, being 120 feet west of the west margin of Nall Avenue, and being the southwest corner of the P. W. Smith lot; thence with the Smith west line, southerly 325 feet to an iron pin; thence westerly 57.5 feet to an iron pin at the corner of Lots No. 1 and 2; thence with the line between said lots, northerly 325 feet to an iron pin in the south margin of Robertson Avenue; thence with the margin of the same easterly 57.5 feet to the beginning.

BEING the same property conveyed to Billy Gene Cagle and wife, Dorothy Marie Cagle, by deed from Robert Y. Cathey and wife, Roberta Butler Cathey, of record in Book 4626, Page 79, Register's Office for Davidson County, Tennessee.

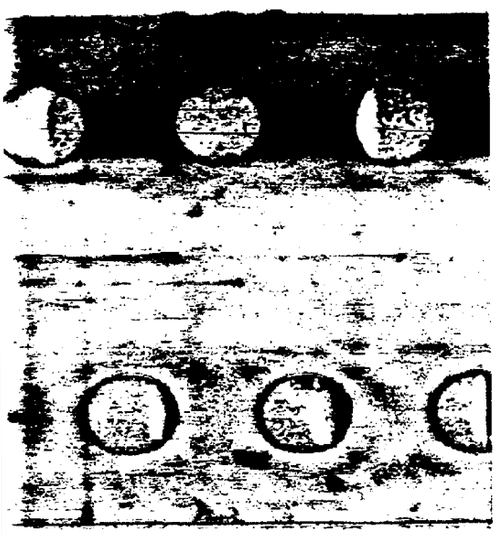
This is the same description as in the previous deed of record.

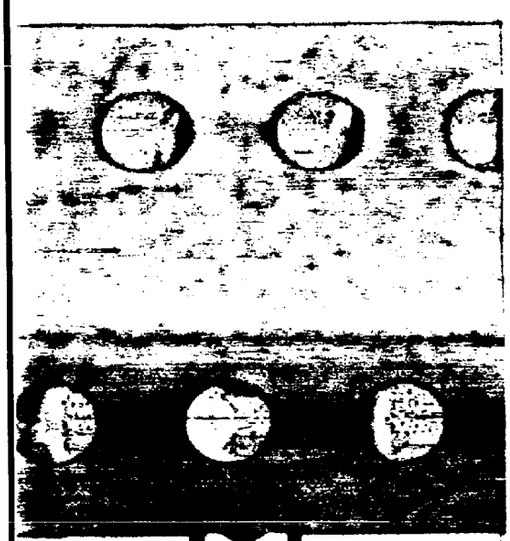
Sellers reserve that the herein described note cannot be paid off prior to the 120th payment or June 1, 2006. After June 1, 2006, the note may be paid in full or in part at anytime without any penalty. Sellers further reserve the right to approve any new Buyer for the purpose of loan assumption after June 1, 2006. Said note may not be assumed before this date. Sellers sell and Buyers buy property in its as is condition.

Dorothy M. Cagle, Dorothy J. Cagle, and Dorothy Marie Cagle are one and the same person.

Billy G. Cagle and Billy Gene Cagle are one and the same person.

The purchase price for Tract No. 1 above is $90,000.00 and for Tract No. 2 above is $60,000.00.





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

RECEIVED OF _____

FOR _____

BOOK 10050 PG 181

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

DAMT 150000.00
MAMT 135000.00
CON TX 555.00
MOR TX 152.95
PRFEE 1.00
WDEED 12.00
TOTAL 720.95

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 720.95

05/15/96 01 10:23 0001 1630

0181745
IDENTIF. ↑ REFERENCE

96 MAY 15 AM 10:20

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

No. 1039597