This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
JERRY CONDRA

TO
MARILYN MARLOW

For draftsman's use
INSTRUMENT PREPARED BY:
SAM WALLACE, JR.
Attorney at Law
227 Second Avenue, N.
Nashville, TN 37201

BOOK 10404 PG 563

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Marilyn Marlow (NAME)	SAME (NAME)	92-13
876 Apex Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	245
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 2,036.23
Marilyn Joann Marlow
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF April 1997
Deputy Register

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 10.
Jerry Condra
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF Apr. 1997
Notary Public
MY COMMISSION EXPIRES: 1-29-98
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $10.00 (Ten Dollars and no/cents) 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 agree to pay a certain note entered into between Grantor, Jerry Condra and Jules A. Shemin, et ux, dated December 19, 1995, a copy of said contract is hereby attached and said contract is referenced in the Deed of Trust between Jerry Condra and Jules A. Shemin recorded at Book 9921, Page 759, Register's Office for Davidson County, and said payment is to be according to the original terms of the contract.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $2,036.23

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, Jerry Condra

3146 04/03 0101 03CHECK 112.78

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

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

BEING a westerly 50 feet of the easterly 150 feet of Block 30, Charlotte Park, Second Addition, extended, of record in Bood 421, Page 10, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING on the southerly margin of Nevada Avenue, formerly 3rd Avenue, 100 feet westerly from the margin of 38th Avenue Norther, formerly "A" Street; thence with the southerly margin of said Nevada Avenue, westerly 50 feet; thence southerly parellel with said 38th Avenue North, 150 feet to the northerly margin of an alley; thence with said alley easterly 50 feet; thence northerly 150 feet to the beginning.

BEING the said property conveyed to Jerry Condra, by deed from Jules A. Shemin, married, of record in Book 9921, page 756, Register's Office for Davidson County, Tennessee.

97 APR -3 AM 11:49
FELIX A. WILSON REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE 0290570

PICK-UP

This is unimproved ( ) improved (X) property, known as 3805 Nevada Avenue, Nashville, TN 37209
(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 Harold Reeves 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 $ 35 500 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 3rd day of April 19 97

Jerry Condra — Marilyn Joann Marlow

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 10404 PG 564

Personally appeared before me, Patricia McCoy, a Notary Public in and for said County and State, the within named Jerry Condra and Marilyn J. Marlow

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 Nashville, Davidson County, Tennessee, Tennessee, this 3rd day of April 19 97

Patricia McCoy
Notary Public

Commission expires 3/27/99

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

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.....

....., Notary Public.

Commission expires .....

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

CONTRACT FOR PURCHASE OF REAL ESTATE

Jules A. Shemin, et ux the undersigned, hereinafter called **SELLER**, agree to sell and convey, and **Jerry Condra**, the undersigned, hereinafter called **BUYER**, agrees to purchase and pay for, upon and under the following provisions, terms and conditions, the real estate and improvements located thereon situated in Davidson County, Tennessee, described as follows:

This property is known as 3805 Nevada Ave.,
legal description furnished at closing of permanent loan.

PRICE AND PAYMENT: BUYER shall pay and hereby does agree to pay to the SELLERS for the premises, the sum of **TWENTY THREE THOUSAND NINE HUNDRED AND NO/100 ($23,900.00) DOLLARS** payable as follows:

A. $500 down payment with other closing charges not exceeding $35. Seller to pay for recording mortgage.

B. Seller agrees to take back a mortgage in the amount of $23,400, amortized over 15 years *but due and payable at the 120th payment (10 years).* Interest rate will be at 12.75% simple interest and the monthly principal and interest payment will be $292.23.

B. Taxes for 1995 will be prorated between Buyer & Seller.

C. Taxes & insurance to be the responsibility of Buyer as of date of deed. Buyer will provide proof annually that the structure is properly insured.

D. Buyer agrees to make all necessary repairs; Buyer will have 90 days to complete the list of repairs on the inside of the home (worked out between Buyer & Seller on or before closing of sale), excluding the back porch. Repair/tear off of the back room to be at Buyer's option. If torn off, finish must be made in a professional, workmanlike manner. The same will apply if room is rebuilt or converted to a screened-in porch.

It is understood and agreed by and between the parties to this agreement that completion of the repairs as noted are a vital part of this contract, and, as a condition of the owner-held mortgage, survives the closing of the sale.

Buyer accepts property in as-is condition at closing and Seller shall not be held responsible after closing. EXCEPTION: METRO WATER HAS IDENTIFIED A LEAK ON THE OWNER'S SIDE OF THE METER. BUYER WILL REPAIR IF SELLER PROVIDES MATERIALS.

DEFAULT In the event of default by BUYER: If SELLER is required to obtain the services of legal counsel to enforce and defend the terms of this contract because of any wrongful act of BUYER or the failure to surrender possession upon default, SELLERS shall be entitled to have and recover from the BUYER his reasonable Attorney's fees and Court and other costs incident to legal proceedings.

Should SELLERS default in the delivery of a General Warranty Deed to BUYER under the terms of this contract, and the providing of a new loan as agreed, BUYER shall be entitled to specific performance and all costs, including reasonable attorney's fees incident to the enforcement of BUYER'S lawful claim.

Nothing herein shall be construed as making BUYER the agent of the SELLER for any purpose.

This instrument contains the entire Agreement between parties an shall be binding upon and inure to the benefit of their respective heirs, successors and assigns.

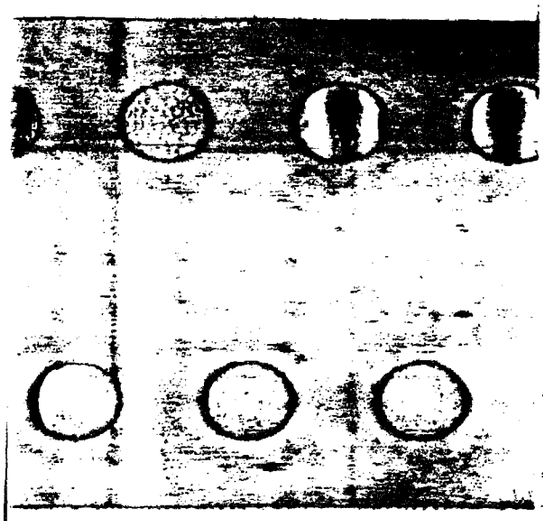
IN WITNESS WHEREOF, THE SAID PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES to this agreement this the 19th day of December 1995.

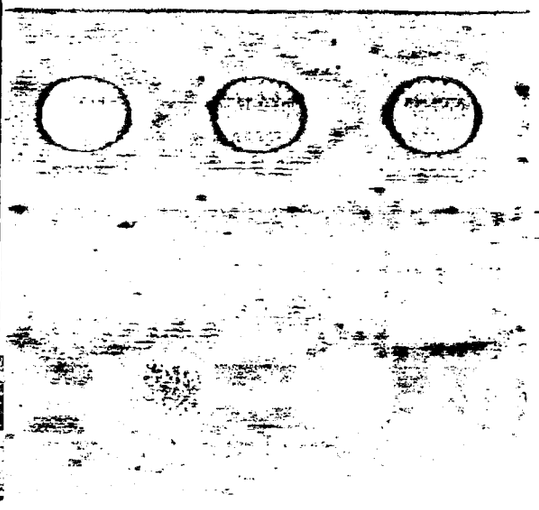
Jerry Condra
Buyer

Seller

Buyer

Seller





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

RECEIVED OF _____

FOR _____

BOOK 10404 PG 566

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 21046.23
MAMT 21036.23
CON TX 77.88
MOR TX 21.90
PRFEE 1.00
WDEED 12.00
TOTAL 112.78
CHECK 112.78

04/03/97 01 11:51 0001 5146

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0290578
IDENTIF. & REFERENCE

97 APR -3 AM 11:49
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1135400