THIS INSTRUMENT PREPARED BY:
THEODORE H. PAILET, Attorney
1906 Chet Atkins Place
Nashville, Tennessee 37212

BOOK 10887 PG 511

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.:
Arles Von C. Araujo, et ux 320 Welch Road, M-3 Nashville, Tennessee 37211	Arles Von C. Araujo, et ux 320 Welch Road, M-3 Nashville, Tennessee 37211	Map 133 Group 15-A Parcel 73 CO

INSTALLMENT DEED

FOR AND IN CONSIDERATION of Twenty Three Thousand and no/100 ($23,000.00) Dollars, of which Five Thousand and no/100 ($5,000.00) Dollars has been paid in cash by Arles Von C. Araujo and wife Mercedes Araujo the receipt of which is hereby acknowledged, and for the remainder Eighteen Thousand and no/100 ($18,000.00) Dollars, the said Arles Von C. Araujo and wife, Mercedes Araujo have executed their Promissory Note of even date herewith payable to the order of Jessie L. Atkins, Sr. in the principal sum of Eighteen Thousand and no/100 ($18,000.00) Dollars together with interest thereon being payable as set forth in the said note.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING PURPOSES IS $18,000.00.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land conveyed, Jessie L. Atkins, Sr. and wife, Barbara Atkins have this day bargained and sold, and do hereby transfer and convey unto the said Arles Von C. Araujo and wife, Mercedes Araujo, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Unit M-3 of Pagoda Condominiums created under Title 66, Chapter 27, Section 101 et seq., as amended, Tennessee Code Annotated and as established by a Master Deed of record in Book 6111, page 22, as amended in Book 9445, page 492, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plat of Pagoda Condominium set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such units.

Being the same property conveyed to Jessie L. Atkins, Sr. by deed of record in Book 10533, page 752, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

1. Metropolitan-Davidson County Taxes for 1998, which have been prorated as of the date of deed, payment of which is expressly assumed by Arles Von C. Araujo and wife, Mercedes Araujo.

2. Master Deed of record in Book 6111, page 122; as amended in Book 9445, page 492, Register's Office for Davidson County, Tennessee.

This is improved property, known as 320 Welch Road, M-3, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Arles Von C. Araujo and wife, Mercedes Araujo, 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 except as set out herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Arles Von C. Araujo and wife, Mercedes Araujo, 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 him in hand paid, we, the said Arles Von C. Araujo and wife, Mercedes Araujo do hereby transfer and convey unto Theodore H. Pailet, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenance, estate, title and interest thereto belonging, for the purposes aforesaid, only.

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We, the said Arles Von C. Araujo and wife, Mercedes Araujo, 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 the insurable 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 takes 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 Arles Von C. Araujo and wife, Mercedes Araujo 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, the 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, 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 trust 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 deliver 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 Arles Von C. Araujo and wife, Mercedes Araujo, representatives or assigns.

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In case of 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 Theodore H. Pailet, Trustee, shall be vested in said successor.

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 Jessie L. Atkins, Sr. and wife, Barbara Atkins and Arles Von C. Araujo, and wife, Mercedes Araujo, hereunto set our hands at Nashville, Tennessee, this the 15th day of April, 1998.

Jessie L Atkins
JESSIE L. ATKINS, SR.

Barbara Atkins
BARBARA ATKINS

Arles Von C. Araujo
ARLES VON C. ARAUJO

Mercedes R. Araujo
MERCEDES ARAUJO

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is

$ 23,000 00

Arles Von C. Araujo
Affiant

Subscribed and sworn to before me, this is 15th day of April, 1998.

Notary Public

My Commission Expires: 7-24-99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me Toni Fiedler, a Notary Public in and for the County and State aforesaid, personally appeared Jessie L. Atkins, Sr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of April, 1998.

Toni Fiedler
NOTARY PUBLIC

My Commission Expires:

1-24-99

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me Toni Fiedler, a Notary Public in and for the County and State aforesaid, personally appeared Barbara Atkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of April, 1998.

Toni Fiedler
NOTARY PUBLIC

My Commission Expires:

1-24-99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me Toni Fiedler, a Notary Public in and for the County and State aforesaid, personally appeared Arles Von C. Araujo, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of April, 1998.

Toni Fiedler
NOTARY PUBLIC

My Commission Expires:

1-24-99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me Toni Fiedler, a Notary Public in and for the County and State aforesaid, personally appeared Mercedes Araujo, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of April, 1998.

Toni Fiedler
NOTARY PUBLIC

My Commission Expires:

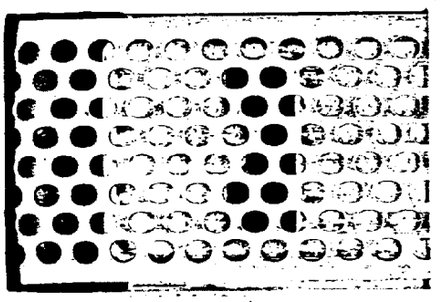
1-24-99

4466 04/15 0101 03CHECK 120.50

98 APR 15 PM 2:13
FELIX E. WILSON REGISTER
DAVIDSON COUNTY, TN.

0425875
IDENTIFICATION REFERENCE

c: araujo.ins



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

RECEIVED OF _____

FOR _____

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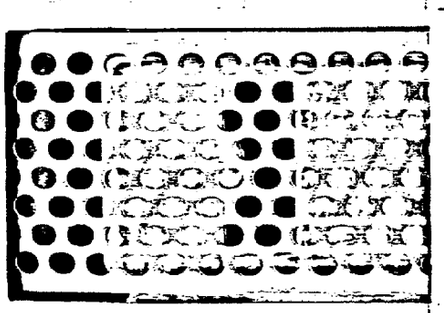
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	23000.00
MAMT	18000.00
CON TX	85.10
MOR TX	18.40
PRFEE	1.00
MISC	16.00
TOTAL	120.50
CHECK	120.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/15/98 01 14:14 0001 4486



0425875
IDENTIFICATION REFERENCE

98 APR 15 PM 2:13

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1280621