~~MAIL TO:~~ JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

Installment Deed

BOOK 5979 PAGE 948

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
William E. Brewer, et ux and	Same	Map 43-14
John D. Maynard, et ux (NAME)	(NAME) 109 Shepherd Hills Dr	Parcel 149
109 Shepherd Hills Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) Madison Tn 37115	11D 45245
~~NASHVILLE~~ MADISON (STATE) (ZIP) ~~Tn. 37115~~	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of...SIXTEEN THOUSAND THREE HUNDRED FIFTY AND NO/100 ($16,350.00)---------- *Dollars, of which* ---------FOUR THOUSAND EIGHTY-SEVEN AND 50/100 ($4,087.50)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWELVE THOUSAND TWO HUNDRED SIXTY-TWO AND 50/100 ($12,262.50)---------- *Dollars,* William E. Brewer, et ux Bonnie L. Brewer and John D. Maynard and wife, Deborah C. Maynard ~~his~~ *we executed* an installment deed note in the principal amount of $12,262.50 payable to the order of Amon D. Ringeman. Said note being payable in four quarterly payments with the first payment in the amount of $3,065.62 plus interest at the rate of 11-3/4% one the unpaid principal balance, being due and payable three months from even day and thereafter on the same day of each of the next two three month periods alike amount, plus interest as set out above is due and payable and on the same day of the fourth pay period the sum of $3,065.64 plus interest as set out above. *and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,* Amon D. Ringeman, single *have this day bargained and sold, and do hereby transfer and convey unto the said...* William E. Brewer and wife, Bonnie L. Brewer and John D. Maynard and wife, Deborah C. Maynard ...their... *the Grantees herein, ~~his~~ successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being the northerly part of Lot No. 25 and the southerly part of Lot No. 26 on the unrecorded Map of Rainbow Terrace, Subdivision, Section II, and described as follows:

Beginning at a point in the westerly margin of Hillcrest Drive, 134.4 feet north of the northeast corner of Lot No. 14 Block "G" on the Map of Rainbow Terrace Subdivision, as of record in Book 1130, page 85, Register's Office for said County, said point being 279.5 feet north of the north margin of Yowell Avenue; thence along the west margin of Hillcrest Drive, northerly 110 feet to a point; the southeast corner of the property conveyed to R. D. Murray; thence along Murray's south line westerly 300 feet, more or less, to a point, at the northeast corner of the tract conveyed by deed of record in Book 1907, page 571, said Register's Office; thence southwesterly 165 feet more or less, to a point, thence easterly to the point of beginning.

Being the same property conveyed to Amon D. Ringeman, by deed from Harold D. Spicer, Elizabeth Miller, Lois Lee, Trustee with full power and Lois Lee, Conservator, of record in Book 5920, page 187, Registers Office for Davidson County, Tennessee,

This Instrument Was Prepared By

Phillip Sanders (gjp)

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

H 22251

IDENTIF. REFERENCE

DEC 20 11 52 AM '82

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

12/20 82.18- CHECK

6389

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 16,350.00

Subscribed and sworn to before me, this the 10th day of November 19 92

John D. Mac
Affiant

My commission expires: Jan. 10, 1996
(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 250 Hillcrest Dr., Madison, Tennessee 37115
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 said real estate to said Grantees, their (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Dewey Pedigo, Jr. *, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said

property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 16th *day of* November, *19*82.

Amon D Ringeman

William E. Brewer

Bonnie L. Brewer

John D. Maynard

Deborah C Maynard

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Edna Earle Carrell, *a Notary Public in and for said County and State,* William E. Brewer, et ux, Bonnie L. Brewer and John D. Maynard, et ux Deborah C. Maynard and Amon D. Ringeman

the within named 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, *Tennessee, this* 16th *day of* November, *19*82.

EDNA EARLE CARRELL NOTARY PUBLIC DAVIDSON CO. TENN.

Edna Earle Carrell *Notary Public*

Commission expires Jan. 19, 1986

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5979 PAGE 951

FOR _____

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
			16350.00- CO	
			12262.50- MO	
			423.85 CO TX	
	VD		423.85- CO TX	
			42.38 CO TX	
			10.30 MO TX	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANKEE

9.00 WDEED
CHECK 62.18-
6389A12/20/82 BAL .00

H22251

IDENTIF. REFERENCE

DEC 20 11 52 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 916632