Maximum principal indebtedness for Tennessee recording tax purpose is $ 13,000.00

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
CHARLES C. FRIERSON 330 33RD AVENUE N. NASHVILLE, TN 37209	SAME	Map 92-13 Parcel 107 11W 76940

This instrument prepared by: David J. Waynick, Attorney at Law, 120 Donelson Pike, Nashville, Tennessee 37214 from information furnished by parties

mail

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Twenty Eight Thousand ($28,000.00) 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 executed one note of even date herewith for the original principal sum of Thirteen Thousand and No/100's ($13,000.00) Dollars, with interest at the rate of ten (10) percent. Said note is due and payable as follows: One Hundred Seventy-One and 80/100's ($171.80) Dollars per month for one hundred nineteen months and a final, or one hundred twentieth payment of One Hundred Seventy and 94/100's ($170.94) Dollars. The first installment is due and payable on the 28th day of August, 1987; and, each payment thereafter shall be due and payable on the 28th day of each succeeding month until the same is paid in full. This note may not be assumed; 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, Chloe Mae Williams Filson hereinafter called the grantor, has this day bargained and sold, and do hereby transfer and convey unto Charles C. Frierson and daughter Jewel Adele Frierson as tenants in common, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, (being Lot No. 14), on the Map of Hortense Place, of record in Book 161, page 167, Register's Office for said County.

Said Lot No. 14 fronts 50 feet on the easterly side of 33rd Avenue North and runs back between parallel lines 140 feet to an alley.

Being the same property devised to Christine Lee Teal as devisee under the will of Bessie Sartain, deceased, as of record in Will Book 96, Page 491, Probate court

5086

CERTIFIED TO BE A TRUE COPY
DAVIDSON COUNTY, TN

Clerk's Office for Davidson County, Tennessee. Christine Lee Teal having since died leaving Chloe Mae Williams Filson her only heir-at-law.

This is improved property known as 330 33rd Avenue North, Nashville, Tennessee 37209.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $ 28,000.00

X Chloe M. Filson
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF July, 1987.

David L Waynick
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/15/1990

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 David Waynick, 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 Insurable Interest until the notes herein secured are full 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 de 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, the statutory right of redemption, homestead, dower, statutory or elective rights, and all other exemptions of every kind, which are hereby expressly waived; and said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchasor. 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 July, 1987.

Chloe Mae Williams Filson
CHLOE MAE WILLIAMS FILSON

Charles C. Frierson
CHARLES C. FRIERSON

George A. Filson
GEORGE A. FILSON

Jewel Adele Frierson
JEWEL ADELE FRIERSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me David J. Wagnick, a Notary Public in an for said County and State, the within named Chloe Mae Williams Filson, George A. Filson, Charles C. Frierson and Jewel Adele Frierson 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 July, 1987.

David J. Wagnick
Notary Public

Commission Expires 12-15-1990

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

RECEIVED OF _____

FOR _____

BOOK 7310 PAGE 902

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			28000.00- CASH	
			13000.00- MTG	
			76.49 CHG	
			11.00 REC	
			.50 PRE	
			9.00 MTG	
			CHECK	13.00-
			5639A07/30/87 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

50860

IDENTIFICATION REFERENCE

JUL 30 11 27 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 109882