BOOK 7489 PAGE 772

Installment Deed

This instrument was prepared by Frank Newman, Atty - Donelson, Tenn

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr. Jerry G. Warren et al	same	Map 64
(NAME:)	(NAME:)	
332 Sanders Ferry Road		Par 13
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Hendersonville, TN. 37075		LW 00700
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of $110,000.00
ONE HUNDRED TEN THOUSAND and no/100 *Dollars,*
of which $23,764.73, TWENTY-THREE THOUSAND SEVEN HUNDRED SIXTY-FOUR and .73/100 *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder ..... *Dollars,*
..... *have executed*

their joint promissory note in the principal sum of THIRTY THOUSAND and no/100 Dollars ($30,000.00) payable to the order of George B. Brown or Juanita R. Brown in ten (10) annual installments of FOUR THOUSAND EIGHT HUNDRED EIGHTY-TWO and fifty/100 Dollars ($4,882.50) each, beginning on the 11th day of March, 1989 and a like amount on the same day of each succeeding year until paid in full, each installment including principal and interest on the unpaid balance at the rate of ten percent, (10%) per annum.

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, we GEORGE B. BROWN and wife, JUANITA R. BROWN,
have this day bargained and sold, and do hereby transfer and convey unto the said JERRY G. WARREN and wife, PATRICIA A. WARREN and WILLIAM B. HOGAN and wife, TINA HOGAN, *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

LAND in the 4th Civil District of Davidson County, Tenn. described according to a survey by Gary Cummings, Surveyor, as follows:

BEGINNING at an iron rod by others in the westerly margin of the new Old Hickory Blvd., said point also being the northeast intersection of the old county concrete road, an official public right-of-way, thence S.37°23'58"E., 582.99 feet to an iron rod by others, said point being the northeast corner of a parcel belonging to the John Donelson heirs as of record in Deed Book 5380, page 566, R.O.D.C., Tenn.; thence running with the easterly margin of the old county concrete road for the next three (3) calls; with a curve having a radius of 340.44 feet and an arc length of 356.51 feet and a control angle of 60°00'00" to a point of tangent in said right-of-way; thence N. 19°46'55"W., 155.18 feet to an iron rod by others; thence N.21° 39'40"W., 107.27 feet to the point of beginning, and containing 32,298.51 feet more or less or 0.743 acres, more or less.

BEING the same property conveyed to George B. Brown and wife, Juanita R. Brown, by deed from John M. Hurt, Jr. as of record in Book 7075, page 787, in the Register's Office for Davidson County, Tennessee.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 30,000.00."

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 110,000.00

Subscribed and sworn to before me, this the 14th day of March, 19 89

George B. Brown
Affiant

My commission expires: 3/8/89 (Affix Seal)

Notary Public

unimproved (X)
This is improved ( ) property, known as 0 Old Hickory Blvd., Old Hickory, Tenn. 37138
(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, and 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 installaments 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 ....., *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.

This conveyance is made subject to a vendor's lien payable to John M. Hurt, Jr., as contained in a deed of record in Book 7075, page 787 in the Register's Office for Davidson County, Tennessee, the obligation to pay which is hereby assumed by the grantees herein.

THIS IS A SECOND VENDOR'S LIEN.

5240 03/11 0101 03CHECK 345.50

IDENTIFICATION REFERENCE

12101

MAR 11 2 14 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

unimproved ( )
This is improved ( ) property, known as ..... (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 JERRY G. WARREN and wife, PATRICIA A. WARREN, and WILLIAM B. HOGAN and wife, TINA HOGAN, 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,* except as mentioned.

We *further covenant and bind* ourselves, *heirs and representatives, to warrant and forever defend the title to said real estate to said* JERRY G. WARREN and wife, PATRICIA A. WARREN, and WILLIAM B. HOGAN and wife, TINA HOGAN, 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 JERRY G. WARREN and wife, PATRICIA A. WARREN, and WILLIAM B. HOGAN and wife, TINA HOGAN, *hereinafter referred to as trustors, hereby transfer and convey unto* FRANK M. NEWMAN, *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 $.....none....., *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 due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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 11th *day of* March, *19* 88.

George B. Brown

Juanita R. Brown

Jerry G. Warren

Patricia A. Warren

William B. Hogan

Tina Hogan

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* the within named George B. Brown, and wife, Juanita R. Brown, Jerry G. Warren and wife, Patricia A. Warren, and William B. Hogan and wife, Tina Hogan,

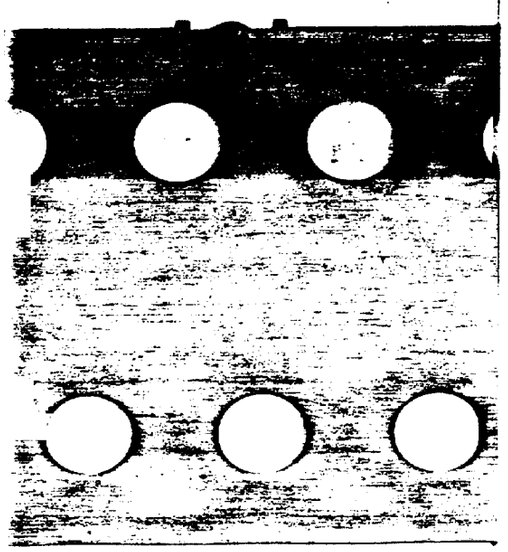
the within named bargainors, with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

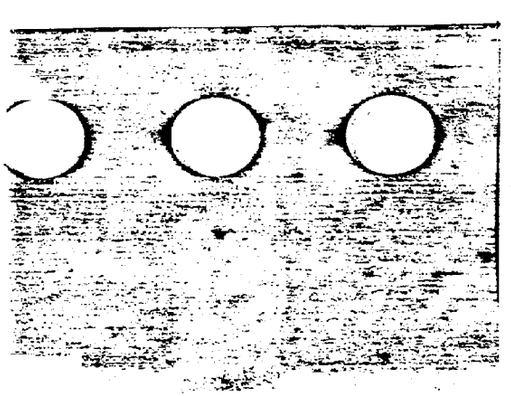
Witness my hand and official seal at Nashville, *Tennessee, this* 11th *day of* March, *19*88.

Notary Public

Commission expires 3-8-89

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.





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 TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

VOID
CON TX 3.09-
CON TX 308.00
TOTAL 315.50
CHECK 315.50

03/11/88 01 14:19 0001 5241

Total 345.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

110000.00
MAMT 30000.00
CON TX 3.09
MOR TX 28.00
PRFEE 0.50
WDEED 9.00

03/11/88 01 14:18 0001 5240

IDENTIFICATION REFERENCE

MAR 11 2 14 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 69887