Prepared by:
RONALD L. HOOPER, SR., Attorney
4904 Charlotte Avenue
Nashville, TN 37209

mail

Installment Deed

BOOK 7600 PAGE 84

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Daniel A. VanBrackle	Same	103-8
(NAME)	(NAME)	
4407 Park Ave		108
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn 37209		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty Thousand and no/100----------($40,000.00)---------- *Dollars,*

of which Five Thousand and no/100----------($5,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Thirty Five Thousand and no/100----------($35,000.00)---------- *Dollars,*

the Grantees,
Daniel A. VanBrackle and wife, Cynthia VanBrackle *have executed*
executed one promissory note of even date herewith payable to the hereinafter named Grantors in consecutive monthly installments of $297.20 each, including interest at the rate of 10% per annum on the unpaid principal balance. The first payment of $297.20 is due and payable on the 11th day of August, 1988, and thereafter on or before the 11th day of each of the 179 consecutive, succeeding months, with the entire unpaid balance being due and payable on or before the 11th day of September, 2003. Said monthly payments shall credited first to interest with the remainder to principal.

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, Harold D. Slaton and wife, Gania Slaton, the Grantors herein

have this day bargained and sold, and do hereby transfer and convey unto the said Daniel A. VanBrackle and wife, Cynthia VanBrackle, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows.

Being the easterly 67.75 feet front and 66.3 feet rear of the southerly part of Lot No. 354 on the Map of Richland Realty Company's Westlawn, as of record in Book 421, Page 32, Register's Office for said County, and described as follows:

BEGINNING in the northerly margin of West Lawn Drive at the common corner of Lots Nos. 354 and 355, thence northerly with the dividing line between said Lots, 93 feet to a point; thence North 87 degrees 30 minutes West 66.3 feet to a point; thence southerly and parallel to the dividing line between Lots 354 and 355, 110.2 feet, more or less, to the northerly margin of West Lawn Drive; thence with the margin of the same, northeasterly 67.75 feet to the point of beginning.

Being the same property conveyed to Harold D. Slaton and wife, Gania Slaton, by deed from Austin G. McMahan and wife, Margaret M. McMahan, of record in Book 2635, Page 591, Register's Office for Davidson County, Tennessee.

Conveyance is subject to easements of record.

7263 07/15 0101 03CHECK 176.45

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 40,000.00

Subscribed and sworn to before me, this the 11th day of July, 1988

Affiant

My commission expires 6-11-90 (Affix Seal)

Notary Public

This is improved (X) property, known as 4006 Westlawn Drive, Nashville, TN 37209
(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
Daniel A. VanBrackle and wife, Cynthia VanBrackle, their

(successors),

heirs and assigns forever. Grantors *covenant that* they 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 of public record.

Grantors *further covenant and bind* themselves and their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Daniel A. VanBrackle and wife, Cynthia VanBrackle, 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
Daniel A. VanBrackle and wife, Cynthia Van Brackle

hereinafter referred to as trustors, hereby transfer and convey unto John Duncan *, 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 $ 35,000.00 *, 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 therein, 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

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

Witness Our hand S this 11th day of July, 1988, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Harold D. Slaton

Daniel A. VanBrackle

Gania Slaton

Cynthia VanBrackle

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* Daniel A. VanBrackle and wife, Cynthia VanBrackle, and Harold D. Slaton and wife, Gania Slaton

the bargainor S, *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, this 11th day *of* July, 1988.

My commission expires 2-11-90 *Notary Public*

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ *and* _____ *with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged* _____ *to be the* _____ *and* _____ *respectively of* _____, *the within named bargainor, a corporation, and that* _____ *as such* _____ *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____ *as* _____.

Witness my hand and seal, at office in _____, _____, *this* _____ *day of* _____.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $35,000.00"

Notary Public

Commission expires _____

IDENTIFICATION
JUL 15 11 04 AM '88
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN
49

INSTALLMENT DEED

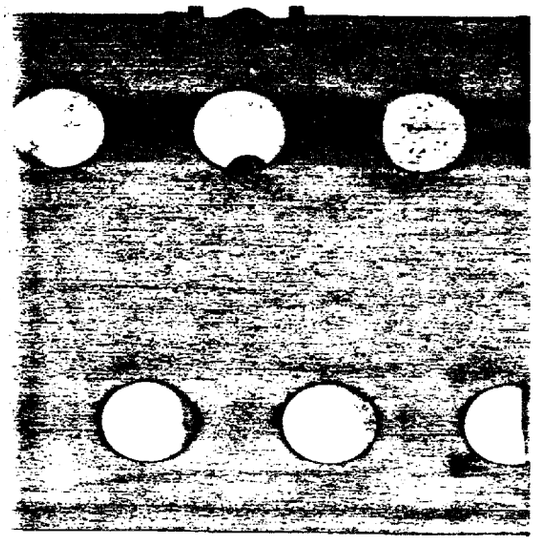
FROM
Harold D. Slaton and wife,
Gania Slaton

TO
Daniel A. VanBrackle, and wife,
Cynthia VanBrackle

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

OFFICIAL RECEIPT

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



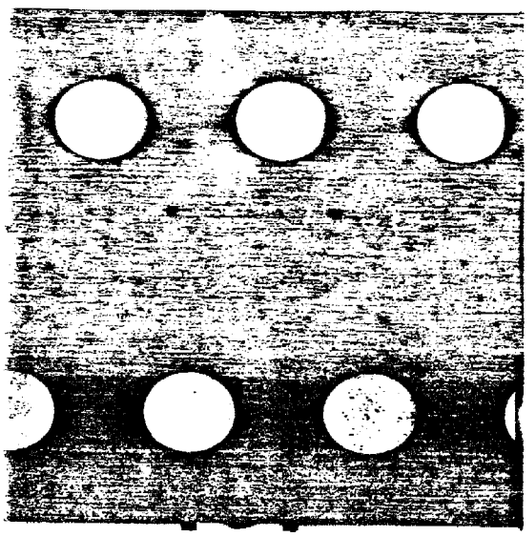
RECEIVED OF _____

FOR _____

BOOK 7600 PAGE 86

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
				CAMT 40000.00
				MAMT 35000.00
				CON TX 132.00
				MOR TX 37.95
				PRFEE 0.50
				MDEED 6.00
				TOTAL 176.45
				CHECK 176.45
07/15/88	01			11:07 0001 7263



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

49490

IDENTIFICATION REFERENCE

JUL 15 11 04 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 113087