Maximum Principal Indebtedness for Tennessee Recording Tax purposes is $35,000.00.

24.50
33.00
57.50

BOOK 7612 PAGE 542

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
LAWRENCE J. HENKEL and wife,
MARY J. HENKEL

TO
ANTHONY R. BUSH and wife,
SANDRA R. BUSH

For draftsman's use
HOFSTETTER & HOFSTETTER, ATTYS.
Suite 500
230 Fourth Avenue North
Nashville, TN 37219
(615) 255-7336

mail

2291 07/29 0101 03CHECK 159.95

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Anthony R. Bush, et ux (NAME)	Same (NAME)	27W 15665
1402 Benjamin Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	083-01-0 429.00
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

5376 I.

IDENTIFICATION REFERENCE

Jul 29 8 51 AM '88

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 35,000.00 CB/Hy/Lelle
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF July 19 88.

Louise Miller
Notary Public

MY COMMISSION EXPIRES: 9-9-89

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --Thirty-five Thousand and 00/100 ---------- DOLLARS

of which $ None has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for ~~~ainder the said grantees have executed the joint promissory note of even date herewith, payable to Grantors in 240 monthly payments of $314.91 each, beginning August 15, 1988, and monthly thereafter until paid in full; said payments include principal and interest at the rate of 9 per cent per annum;

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,

we, LAWRENCE J. HENKEL and wife, MARY J. HENKEL,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto ANTHONY R. BUSH and wife, SANDRA R. BUSH,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 13 and 14, on the Map of the Subdivision of part of the Weakley Home Place of record in Book 421, page 36, REgister's Office for said County.

Said Lots Nos. 13 and 14 front together 79.2 feet on the southerly side of Benjamin Street, and run back between lines 135 feet on the easterly line of Lot No. 14, and 139.7 feet on the westerly line of Lot No. 13 to an alley on which they measure 111 feet.

Being the same property cnveyed to Marie E. Henkel by deed from Margaret Henkel, a widow, of record in Book 3185, Page 521, Register's Office for said County; said Marie E. Henkel having since died devising said parcel of real estate to Teresa H. Itin and Lawrence J. Henkel in equal shares by Will of record in Will Book 105, Page 603, Probate Court Clerk's Office for said County; and by deed from Teresa H. Itin of record in Book 4722, Page 827, said Register's Office.

This is unimproved ( ) improved (X) property, known as 1402 Benjamin Avenue, Nashville, TN 37206
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 O. B. Hofstetter, Jr. 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 $ 35,000.00 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 taxes 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 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, 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 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 22nd day of July 19 88.

Lawrence J. Henkel	211 Emery Dr Nashville Tenn
Mary J. Henkel	211 Emery Dr.
Anthony R Bush	Sandra R. Bush

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 Lawrence J. Henkel and wife, Mary J. Henkel, and Anthony R. Bush and wife, Sandra R. Bush, the bargainor S, 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, Tennessee, this 22nd day of July, 19 88

Eunice Miller, Notary Public.

Commission expires 9-9-89.

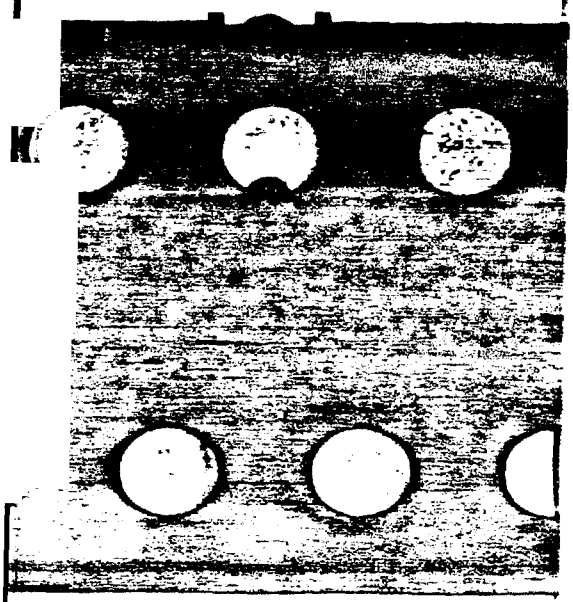
STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

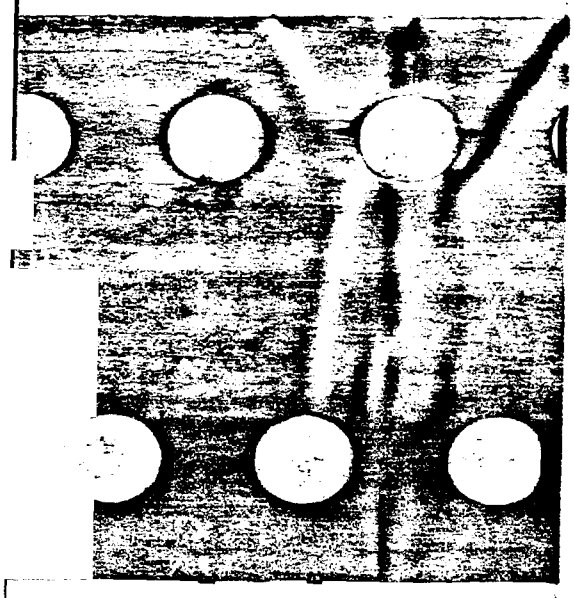
Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____ self to be _____ of the _____, the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____, Notary Public.

Commission expires _____.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7612 PAGE 544

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	35000.00
			MAMT	35000.00
			CON TX	115.50
			MOR TX	37.95
			PRFEE	0.50
			WDEED	6.00
			TOTAL	159.95
			CHECK	159.95
07/29/88	01		08:54 0001	2291

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5376 I.

IDENTIFICATION REFERENCE

Jul 29 8 52 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 118035