Maximum principal indebtedness for Tennessee recording tax purposes is $53,565.00

THIS INSTRUMENT PREPARED BY:
W. WARNER McNEILLY, III
Suite 300
214 Second Avenue, North
Nashville, Tennessee 37201

SPECIAL INSTALLMENT DEED 3442 09/02 0101 03CHECK 254.67

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
KENNETH F. and SUSAN K. MARRERO 228 Melmac Drive Nashville, Tennessee 37211	Southeast Mortgage Co. P.O. Box 524950 Miami, Florida 33152	148-6 72

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $53,565.00.

Kenneth F. Marrero
KENNETH F. MARRERO

SUBSCRIBED AND SWORN to before me this 1st day of September, 1987.

Notary Public

My Commission Expires:

1-9-91

FOR AND IN CONSIDERATION of the sum of Fifty Three Thousand Five Hundred Sixty Five and No/100 Dollars ($53,565.00) for which KENNETH F. MARRERO and wife, SUSAN K. MARRERO ("GRANTEES") have executed: (1) An Assumption Agreement in which GRANTEES have assumed the loan from MORTGAGE ASSOCIATES, INC. to WILLIAM N. FERGUSON and agreed to pay the balance owing of Nineteen Thousand and No/100 Dollars ($19,000.00) according to the terms of the Note evidencing said loan provided however that if the GRANTEES should earlier convey any part or all of either their legal or equitable interest in the real estate herein conveyed without the prior consent of GRANTOR, the then entire balance, including but not limited to principal, interest and all other amounts owing pursuant to the said Note, shall be at once due and payable. GRANTEES agree to perform all the covenants and agreements contained in the Note and Deed of Trust each dated June 27, 1975; and (2) An Installment Deed note of even date payable to the order of WILLIAM G. RUSSELL ("GRANTOR") in the principal sum of Thirty Four Thousand Five Hundred Sixty Five and No/100 Dollars ($34,565.00) together with interest thereon calculated at the rate of ten and one-fourth percent (10-1/4%) interest per annum payable in four hundred eighty (480) consecutive monthly installments as follows:

(a.) Two hundred two (202) consecutive equal monthly installments of One Hundred Seventy Five and No/100 Dollars ($175.00) commencing October 1, 1988 and continuing on the first day of each successive month for two hundred one (201) consecutive months the two hundred second payment being due on July 1, 2005.

(b.) Two Hundred Seventy Eight (278) consecutive equal monthly installments of Nine Hundred Thirty Two and 91/100 Dollars ($932.91) commencing Aguust 1, 2005 and continuing, on the first day of each successive month for two hundred seventy seven (277) consecutive payments the final payment being due September 1, 2028.

Notwithstanding the above, if GRANTEES should earlier convey any part or all of either their legal or equitable interest in the real estate herein conveyed without the prior consent of GRANTOR, the then entire balance, including but not limited to principal, interest and all other amounts owing pursuant to the said Note, shall be at once due and payable.

I, the GRANTOR, have this day bargained and sold, and do hereby transfer and convey unto the said GRANTEES certain real estate in Davidson County, Tennessee, and more particularly described in Exhibit "A" to this Installment Deed.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, forever. I convenant that I am lawfully seized and possess said real estate in fee simple; that I have a good right to convey it; and that the same is unencumbered, except as shown in Exhibit "A" hereto and except for a Deed of Trust of record in Book 4927, page 464 to secure a promissory note payable to MORTGAGE ASSOCIATES, INC. in the principal amount of $23,000.00 and except for taxes for the prior and the current year which are hereby prorated and assumed by GRANTEES.

I further covenant and bind myself, my heirs and representatives, to warrant and to forever defend the title to the said real estate to said GRANTEES, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of the said Installment Note including any extensions, renewals or modifications thereof and Grantees' obligations under the Assumption Agreement of even date herewith including any modifications thereof (collectively "the Indebtedness") and rendering unnecessary Court proceedings for the enforcement of the Indebtedness and the lien which secures it in the event of any default in terms and conditions of the said Indebtedness or this Deed, as hereinafter provided, and for the consideration of One Dollar ($1.00) to me in hand paid, we the said GRANTEES herein, do hereby transfer and convey unto W. WARNER McNEILLY, III, TRUSTEE, his successors and assigns, the realty described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. We, the said GRANTEES, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against fire, flood, wind or other casualty by some reliable insurance company or companies for their full insurable value until the said Indebtedness is fully satisfied to cause the said TRUSTEE, as his interest may appear and the holder of the promissory note dated June 27, 1975 to be named as the loss payees on all such insurance policies, and, on demand, to furnish to the GRANTOR or the TRUSTEE proof of such insurance and payment of premiums. We further agree to keep the improvements on the said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case

I fail to timely pay such insurance premiums, taxes, or assessments, then the said TRUSTEE, or the lawful owner and holder of said Installment Note, 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 at the maximum legal rate of interest. Now, if we the said GRANTEES, shall pay taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. But if we default in the making of any payment pursuant to the Indebtedness, 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 Installment Note for all sums, with interest, so expended by said TRUSTEE, or lawful owner and holder of said Installment Note within thirty (30) days from the 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 Installment Note, the balance of the Indebtedness 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 (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said county to the highest bidder for cash, at the public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived by GRANTEES; and the said TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTOR or the then lawful owner and holder of the said Installment Note may bid at any sale under this conveyance. We agree that the TRUSTEE may, at any time, after any default in the payment of the Indebtedness 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 immediately entitled to immediate possession thereof upon the delivery to him by the TRUSTEE of a deed for said property. In case of a sale hereunder the proceeds will be applied by the TRUSTEE as follows:

(1) To the payment of the Promissory Note dated June 27, 1975 in the principal amount of $23,000.00 secured by the Deed of Trust of record in Book 4927, page 464, Register's Office for Davidson County, Tennessee; (2) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien note or 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, but excluding the expense of ejecting persons from the realty in order to retake it; (3) To the payment of all taxes which may be unpaid on the said premises; (4) To the payment of the unpaid balance of the Installment Note herein secured, including principal and interest, and any and all sums expended in the protection of said property, as herein authorized; (5) The residue, if any, will be paid to such parties as are legally entitled to it.

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, or in the descretion of the lawful owner and holder of said lien note, the lawful owner and holder 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.

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.

Any act, failure to act or failure to enforce any condition of this Deed or the said Note by the TRUSTEE, the GRANTOR, or the holder shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 1st day of September, 198 8.

GRANTOR: William G Russell
WILLIAM G. RUSSELL

GRANTEES: Kenneth F. Marrero
KENNETH F. MARRERO

Susan K. Marrero
SUSAN K. MARRERO

TRUSTEE:
W. WARNER McNEILLY, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Misty Doney, Notary Public, WILLIAM G. RUSSELL, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 1st day of September, 1988.

Misty Doney
Notary Public

My Commission Expires:

1-9-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Misty Doney, Notary Public, KENNETH F. MARRERO and wife, SUSAN K. MARRERO, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 1st of September, 1988.

Misty Doney
Notary Public

My Commission Expires:

1-9-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Misty Doney, Notary Public, W. WARNER McNEILLY, III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 1st day of September, 1988.

Misty Doney
Notary Public

My Commission Expires:

1-9-91

EXHIBIT A

Being Lot No. 97 on the Plan of Murray Heights, as of record in Book 2663, page 37 R.O.D.C.

Said Lot No. 97 fronts 100 feet on the easterly side of Melmack Drive and runs back 215.77 feet on the north line and 216.74 feet on the south line to a broken line in the rear on which it measures 45 feet.

Being the same property conveyed to William G. Russell by quitclaim deed dated September 1, 1988, from William G. Russell, Trustee of Russell Trust of record in Book _____, Page _____, R.O.D.C.

Said Lot No. 97 is subject to a Deed of Trust of record in Book 4927, page 464 R.O.D.C.

Said Lot No. 97 is subject to any and all restrictive covenants contained in an instrument of record in Book 2706, page 329 R.O.D.C.

RUSH
SEP 2 10 21 AM '88
64409



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7643 PAGE 207

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	53565.00
MAMT	53535.00
CON TX	176.88
MOR TX	59.29
PRFEE	0.50
WDEED	18.00
TOTAL	254.67
CHECK	254.67

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/02/88 01 10:22 0001 3442

64409

IDENTIFICATION REFERENCE

SEP 2 10 21 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 130515