BOOK 7669 PAGE 481

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

FILE IN BOX #4
Form No. WD-4

FROM

H. MICHAEL HAYNES and wife,

SUSAN H. HAYNES

TO

MICHAEL J. MARTINO and wife,

MARILYN MARTINO

For draftsman's use #88-9-23

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church Street Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MICHAEL J. MARTINO, ETUX (NAME)	"NEW OWNERS" (NAME)	MAP 43-11
115½ McArthur Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 103
Madison, Tennessee 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

7.3404

IDENTIFICATION REFERENCE

Oct 4 3 00 PM '88

FELIX Z. WILSON IT 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. Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23RD DAY OF SEPTEMBER, 1988.

Notary Public

MY COMMISSION EXPIRES: May 13, 1990

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY-FIVE THOUSAND and 00/100----------($35,000.00)----------DOLLARS

of which $ 150.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint Promissory Note of even date herewith in the original principal sum of $34,850.00, payable in monthly installments of $360.00 each, including principal and interest at the rate of 11% per annum, beginning October 1, 1988, balance due on or before September 1, 2008. The Promissory Note secured hereby is intended to be a "Wrap" Note and is subject to an underlying mortgage held by Auto Glass Employees Federal Credit Union for which the Noteholders shall remain responsible for paying the required monthly payments. This Installment Deed and Note secured hereby may not be assumed nor may any interest in the subject property be assigned or transferred subject hereto, said act(s) to constitute a breach in the terms hereof. (Reference is made to said Note for complete terms and conditions.)
"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $34,850.00."

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,

H. MICHAEL HAYNES and wife, SUSAN H. HAYNES,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

MICHAEL J. MARTINO and wife, MARILYN MARTINO, as tenants by the entirety,

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

BEING the southerly 50 feet of Lot No. 103 on the unrecorded Plan of Tracts 1 and 13 of the Anderson Estates, said tracts being a part of a recorded Plan of the Anderson Estates, of record in Book 1130, Page 37, Register's Office of Davidson County, Tennessee, and said part of said Lot described according to a survey made by Anderson and Gee, Surveyors, dated August 5, 1946, as follows:

BEGINNING at a point on the westerly margin of McArthur Drive, 662.08 feet northerly from a concrete monument at the Northwest corner of McArthur Drive and Old Hickory Boulevard, said point being the common corner of Lots Nos. 102 and 103 of said Subdivision; thence, westerly with the dividing line between Lots Nos. 102 and 103, 159.5 feet to a point; thence, North 4° 50' East 50 feet to a point; thence, eastwardly and parallel with the dividing line between Lots Nos. 102 and 103, 157 feet, more or less, to a point on the West margin of McArthur Drive; thence, southerly with the westerly margin of McArthur Drive, 50 feet to the point of beginning.

BEING the same property conveyed to H. Michael Haynes and wife, Susan H. Haynes, by Deed from James Otis Lee Defore, Sr., and wife, Pamela Jean Defore, of record in Book 6484, Page 905, Register's Office for Davidson County, Tennessee.

(** Continued on the back)

THIS instrument has been prepared from information provided by the parties to the transaction.

This is improved (~~unimproved~~) property, known as 115½ McARTHUR DRIVE, MADISON, TENNESSEE 37115
(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 Peter Weiss, 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 $34,850.00 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 herein, 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 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 23rd day of September, 1988.

H. Michael Haynes
H. MICHAEL HAYNES

Susan H. Haynes
SUSAN H. HAYNES

Michael J. Martino
MICHAEL J. MARTINO

Marilyn Martino
MARILYN MARTINO

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 H. MICHAEL HAYNES and wife, SUSAN H. HAYNES, and MICHAEL J. MARTINO and wife, MARILYN MARTINO, 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 Madison, Tennessee, this 23rd day of September, 1988.

Notary Public

Commission expires May 13, 1990

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, (or proved to me on the basis of satisfactory evidence), 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 _____.

3816 10/04 [illegible] 59.77

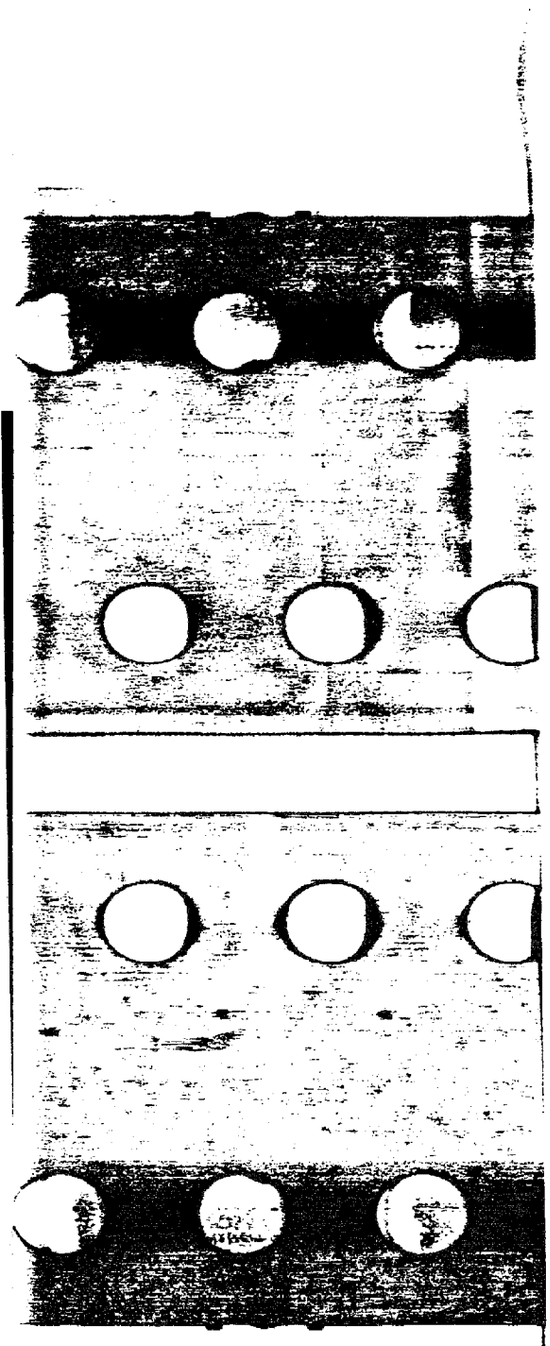
Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

Notary Public

Commission expires _____

(** Continued from the front)

THIS conveyance is subject to any and all zoning regulations, building restrictions and setbak lines, if any, and easements and rights-of-way for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantees herein.



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7669 PAGE 483

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 34850.00
[illegible] 115.50
MOR TX 37.77
PRFEE 0.50
WDEED 6.00
TOTAL 159.77
CHECK 159.77

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.3404

IDENTIFICATION REFERENCE

OCT 4 3 00 PM '88

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

10/04/88 01 15:03 0001 3816

No. 140654