INSTALLMENT DEED

BOOK 7765 PAGE 980

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DOUGLAS R. BERRY (NAME)	OWNER (NAME) 4447 02/03 0101 03CHECK 17 70	118-5-A
P. O. Box 976 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	32
Goodlettsville, Tn. 37072 (CITY) (STATE) (P.O ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Thirty Thousand and No/100 ($30,000.00)---------- Dollars,

of which ---------- No/00 Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand and No/100 ($30,000.00)------ Dollars,

DOUGLAS R. BERRY has executed his promissory note payable to James R. Hillin and wife, Nancy T. Hillin, on terms as specified in said note. Said note to be paid in full no later than February 1, 1999.

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,

JAMES R. HILLIN and wife, NANCY T. HILLIN

have this day bargained and sold, and do hereby transfer and convey unto the said

DOUGLAS R. BERRY, his

(successors), heirs and assigns,

certain real estate in DAVIDSON County, Tennessee as follows:

Being a certain building site or lot, designated No. 14-B on the revised plan of St. Martin Square, of record in Book 4460, page 186, Register's Office for Davidson County, Tennessee, which plan and record thereof are incorporated herein and to which reference is made for a more complete description thereof.

Being the same property conveyed to James R. Hillin and wife, Nancy T. Hillin, by deed from Spartan Properties, a partnership, recorded simultaneously herewith.

Property is encumbered by an Installment Deed to Araminta McCullough, of record in Book 6133, page 706, said Register's Office, which the Grantee does not assume. Grantor agrees to make all payments on the note secured by said Deed of Trust as they shall become due, and further to pay in full said note at any time the note hereby secured shall be paid in full. Grantee may pay any installment due on said note and deduct such payments from any amount due Grantor in the event of Grantors' default.

Mary N. Berry, spouse of the said Grantee, joins in this deed for the purpose of conveying any interest she may have in the said property.

0667.3

IDENTIFICATION

FEB 3 1 36 PM '89

FELIX Z WILSON III RE
DAVIDSON COUNTY

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 30,000."

unimproved ( ) This is improved (XX) property, known as Unit 101, 940 Gale Lane, Nashville, Tennessee 37204

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 30,000.00

Subscribed and sworn to before me, this the 1st day of February 19 89

Affiant

My commission expires 9/11/90 (Affix Seal)

Notary Public

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. 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 whomsoever.

The indebtedness hereby secured may not be transferred to or assumed by any other person without the prior written consent of the legal holder thereof.

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 James R, Hillin and wife, Nancy T. Hillin

hereinafter referred to as trustors, hereby transfer and convey unto DOUGLAS R. BERRY, 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 $ acv, 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 the case of 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 successors 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 statutory right of redemption is 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 and 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 word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hand s, this 1st day of February, 19 89, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

James R Hillin
JAMES R. HILLIN

Nancy T. Hillin
NANCY T. HILLIN

Douglas R. Berry
DOUGLAS R. BERRY

Mary N. Berry by Douglas R. Berry
MARY N. BERRY, By DOUGLAS R. BERRY, Attorney-in-Fact

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned, a Notary Public in and for said County and State James R. Hillin and Nancy T. Hillin and Douglas R. Berry, the within named 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 Goodlettsville, Tennessee, this 1st day of February, 19 89.

Commission expires 9/11/90

Notary Public

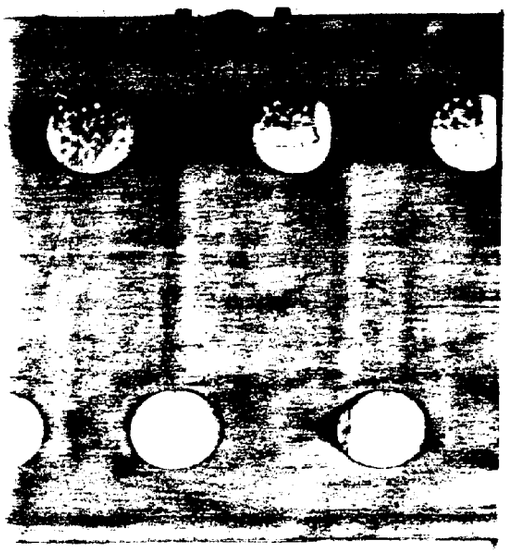
STATE OF TENNESSEE
COUNTY OF DAVIDSON

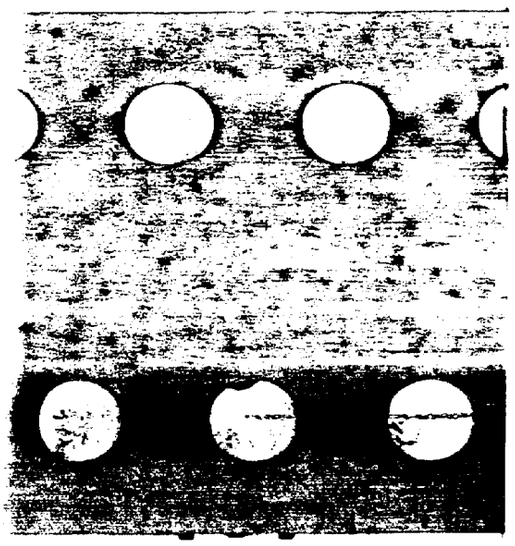
Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, Douglas R. Berry, to me known to be the person who executed the foregoing document on behalf of Mary N. Berry, and who acknowledged that he/she executed same as the free act and deed of Mary N. Berry.

Witness my hand and official seal at Goodlettsville Tennessee, this 1st day of February, 1989.

NOTARY PUBLIC

My Commission Expires: September 11, 1990.





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
				CAMT 30000.00
				MAMT 30000.00
				CON TX 99.00
				MOR TX 32.20
				PRFEE 0.50
				WDEED 6.00
				TOTAL 137.70
				CHECK 137.70
			02/03/89 01	13:38 0001 4447

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0667.3

IDENTIFICATION REFERENCE

FEB 3 1 36 PM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENNESSEE

No. 178950