Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Presley Austin	SAME	91-12
(NAME)	(NAME)	Par. 54
4400 Indiana Avenue		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37209		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Thirty Seven Thousand Five Hundred and no/100 - - - - - - - - - - - - - - - - - - - ($37,500.00) - - - - - - - - - - *Dollars,* *of which* Three Thousand and no/100 - ($3,000.00) - - - - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty Four Thousand and Five Hundred and No/100 - - - - - - - - - - - - - - ($34,500.00) - - - - - - - - - - *Dollars,* Presley Austin *ha*s *executed* two promissory notes of even date herewith, one for the principal amount of $7,000.00 payable to the order of Helen Louise Simmons in one principal payment of $7,000.00 payable within 90 days from date of closing or on or before June 1, 1989, one for the principal amount of $27,500 payable to the order of Helen Louise Simmons, in 144 monthly installments of $328.65 each, which installments include both principal and interest at the rate of 10% per annum, the first of said installments falling due on April 1, 1989, and the others on the same day of each successive month thereafter until said note is paid in full, *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,* I, Helen Louise Simmons, unmarried *have this day bargained and sold, and do hereby transfer and convey unto the said* Presley Austin *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

BEING Lots Nos. 301, 303, and 305 of block 42 on Plan No. 1 West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for said County.

SAID Lots Nos. 301, 303, and 305 front together 80.5 feet on the northerly side of Indiana Avenue and run back between parallel lines, with the westerly margin of 44th Avenue North, formerly 3rd Street, 150 feet to an alley.

THIS BEING the same property conveyed to Helen Louise Simmons, unmarried by Quitclaim Deed from Horace B. DeMoss and wife, Dianne DeMoss, dated January 13, 1982, and recorded in the Register's Office for Davidson County, Tennessee in Book 7704, Page 253.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Total principal indebtedness under any contingency is $$34,500.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 37,500.00

Subscribed and sworn to before me, this the 28th day of February 1989

Presley Austin
Affiant

My commission expires: 10-9-91 (Affix Seal)

Jimmy A. Duncan
Notary Public

This is improved (X) / unimproved ( ) property, known as 4400 Indiana Avenue, 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 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

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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto Jimmy A. 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 $ 37,500.00 *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 will 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 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 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 of 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 nd 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 statutory right 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 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 the 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 ad herein provided; also reasonable attorney's fees for advice in the premise, 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 unpaid note, or upon his refusal or failure to do so, 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.

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.

Witness our hands this 22nd *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.*

Helen Louise Simmons

Helen Louise Simmons

Presley Austin

Presley Austin

BOOK 7786 PAGE 904

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Jimmy A. Duncan, *a Notary Public in and for said County and State* Presley Austin, unmarried

*the within named bargainor*_____, *with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 28th *day of* February, *19* 89.

Jimmy A. Duncan *Notary Public*

Commission expires 10-9-91

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* _____.

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

_____ *Notary Public*

Commission expires _____

INSTALLMENT DEED

FROM
Helen Louise Simmons

TO
Presley Austin

Prepared by:
Jimmy A. Duncan, Atty.
4904 Charlotte Ave.
Nashville, TN 37209

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

BOOK 7786 PAGE 905

Personally appeared before me DIANNA M. WOLF,

a Notary Public in and for said County and State

Helen Louise Simmons

the within named bargainor _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Hemet, California, this 22nd day of February, 1989.

OFFICIAL SEAL
DIANNA M. WOLF
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE
RIVERSIDE COUNTY
My Commission Expires Oct. 8, 1991

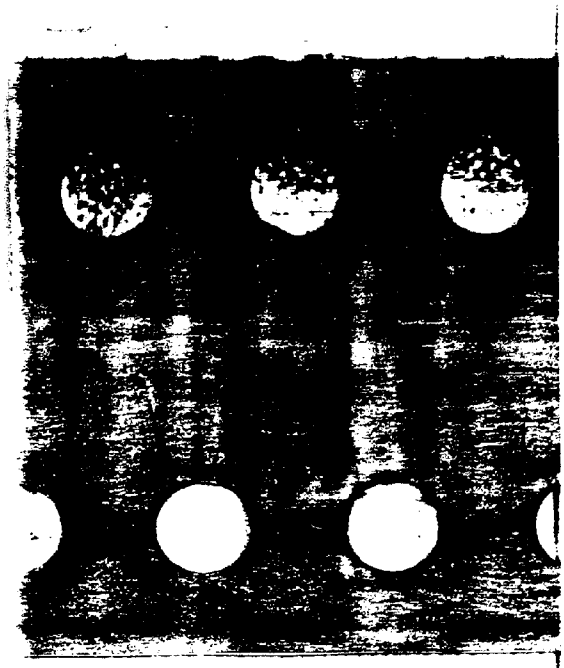
Dianna M. Wolf
Notary Public

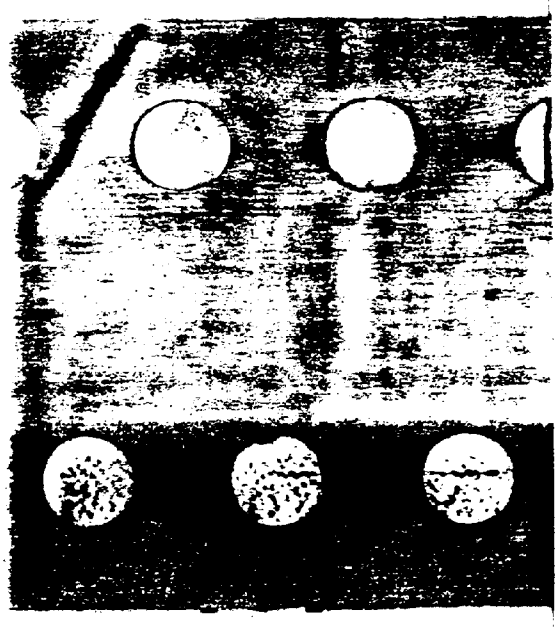
My commission expires: 10/08/91.

14223

Mar 6 2 28 PM '89

3047 03/06 0101 03CHECK 170.63





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7786 PAGE 906

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 37500.00
MAMT 34500.00
CON TX 123.75
MOR TX 37.38
PRFEE 0.50
WDEED 9.00
TOTAL 170.63
CHECK 170.63

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/06/89 01 14:30 0001 3047

14223

IDENTIFICATION

MAR 6 2 28 PM '89

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

No. 187618