FROM JOHN RUSSELL TARVER

TO SHARON D. TARVER

INSTALLMENT DEED

PREPARED BY:
DOAK & HOLLAND
ATTORNEYS AT LAW
105 BONNABROOK DR.
SUITE 207
HERMITAGE TN 37076

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Sharon D. Tarver	AEDC Federal Credit Union	147-8
113 Lane Wood Court	P.O. Box 1210	227
Nashville, TN 37211	Tullahoma, TN 37388	

(FOR REGISTER'S USE)

3763 9

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 5,000.00 Sharon D. Tarver
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF March, 19 89

Vicki Powell
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-26-92
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Five Thousand and no/100ths ($5000.00) Dollars none of which has been paid to Grantor by Grantee; and for the remainder the said Grantee has executed an installment deed note, of even date herewith, payable to the order of the Grantor hereinafter named, in the original principal amount of Five Thousand and no/100ths ($5,000.00) Dollars, which, together with interest computed in arrears at the rate of Ten(10%) percent per annum on the outstanding balance, and due immediately upon the sale of said property or upon February 2nd, 1994, whichever comes first,.and providing for payment of attorney's fees; and to secure the payment of said note (which shall constitute a second mortgage) its principal, interest, and attorney's fees, a lien is hereby expressly retained on the real estate herein conveyed, **I,John Russell Tarver,** Grantor, have this day bargained and sold, and do hereby transfer and convey unto: **Sharon D. Tarver,** Grantee, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 52 on the Plan of Section IV, Beverly Heights of record in Book 5200, Page 263, Register's Office for said County. Said Lot No. 52 fronts 64.97 feet on the northerly margin of Lane Wood Court and extends back 153.06 feet on the easterly line and 146.8 feet on the westerly line to a dead line in the rear, measuring 42.07 feet thereon.

BEING the same property conveyed to John Russell Tarver and wife, Sharon D. Tarver, by Warranty Deed from Ossie B. Haygood, of record in Deed Book 6662, Page 128, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (x) property, known as 113 Lane Wood Court, Nashville, TN 37211
Number Street City or Town Zip Code

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her heirs and assigns forever. and,

Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, except as herein mentioned, have a good right to convey it and that the same is unencumbered, except for the existing First Mortgage Deed of Trust which Grantee, Sharon D. Tarver, hereby assumes and agrees to pay, when and as due; and subject further to the agreement, which Grantee hereby makes, that: so long as any part of the second mortgage installment deed

5000.00

indebtedness(payment of which is secured hereby) remains outstanding, if Grantee shall become more than Ninety(90)Days delinquent in payment of the first mortgage note on said real estate, then, John Russell Tarver shall have the right to pay the delinquent payments and have Sharon D. Tarver immediately transfer said real estate to him by quitclaim deed; and,

Grantor further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to the said real estate to said Grantee, her 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 2nd mortgage lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, when it matures, as herein provided, and for the consideration of one dollar, to me in hand paid, I, the Grantee herein, do hereby transfer and convey unto Samuel C. Doak, Trustee, his successors and assigns, the real estate hereinabove described, together with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only; and,

I, the Grantee herein, 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 full insurable amount, until the note 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 and holder of said note, as his interest may appear. and, I further agree to keep the improvements on said property in good repair and condition, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said note, 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 at the highest legal rate allowed by law.

Now, if I, the Grantee herein, shall pay the note aforesaid when due, according to its 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 I fail to pay said note or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty days from date of such payment, then, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said note, then past due and unpaid, 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, statutory right of redemption, homestead, dower and all other exemptions of every kind, which Grantee hereby expressly waives; and said Trustee, or his successor in trust, is hereby authorized and empowered to execute and deliver a deed to the purchaser. The Grantor and/or creditor may bid at any sale under this conveyance. Grantee hereby agrees that the Trustee, may at any time, after default in the payment of said note, enter and take possession of said property, and shall only account for the net rents actually received by him; and, Grantee further agrees that in 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 collection and/or forclosure or 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 any taxes which may be unpaid on said premises.
3rd. To the payment of the unpaid note 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 grantee herein her 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 foregiong power and trusts may be required, the lawful owner and holder of said lien note, or, if more than one, then 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 Grantor and Grantee, have hereunto set our hands this the 28th day of March, 1989.

1st June 1989

JOHN RUSSELL TARVER:

SHARON D. TARVER:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Sharon D. Tarver the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 28th day of March, 1989.

9-26-93
My Commission Expires:

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF_____

Before me, the undersigned, 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 official seal at office in_____, Tennessee, this _____day of_____,19____.

My Commission Expires:

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named John Russell Tarver, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this 1st day of June, 1989.

3-27-93
My Commission Expires:

NOTARY PUBLIC



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7854 PAGE 677

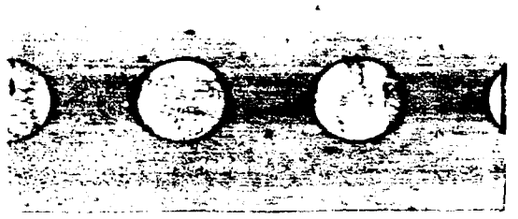
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

MAMT	5000.00
MOR TX	3.45
PRFEE	0.50
MISC	9.00
TOTAL	12.95
CHECK	12.95

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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No. 215156