File in Box # 4

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

DENNIS J. HORN

BOOK 7913 PAGE 29

TO

MICHAEL COLLINS, A SINGLE PERSON

For draftsman's use

THIS INSTRUMENT PREPARED BY:
PETER WEISS, ATTORNEY
Suite 500, One Church St. Bldg.
Nashville, TN 37201

"MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $29,297.75."

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MICHAEL COLLINS (NAME)	"owner" (NAME)	Map 60-12
1330 Dickerson Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 3 & 4
NASHVILLE TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

57120

IDENTIF. REFERENCE

AUG 11 12 32 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 90,800.00 Michael Collins
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF August 1989.

Peter Weiss
Notary Public

MY COMMISSION EXPIRES: 11/10/91

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of NINETY THOUSAND EIGHT HUNDRED AND 00/100---------- ($90,800.00)---------- DOLLARS

of which $ -0- 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:

(1.) Assumed the obligations of a Wrap-Around Deed of Trust held by Charles C. Harris and L. C. Morris with an approximate outstanding principal balance of $61,502.25 and being of record in Book 6794, Page 981, Register's Office for Davidson County, Tennessee, and for the remainder the Grantee has, (2.) Executed his Promissory Note of even date herewith payable to the order of Dennis J. Horn in the original principal sum of $29,297.75 and payable in monthly installments of $400.00 each including principal and interest at the rate of 11 1/2% per annum, beginning August 15, 1989, and due and payable on or before February 15, 2000; and, (3.) Take title subject to a Deed of Trust of record in Book 6637, Page 981, Register's Office for Davidson County, Tennessee. (Reference is made to the respective Notes and Deeds of

"Continued on Page 2"

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,

I, DENNIS J. HORN

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto MICHAEL COLLINS, A SINGLE PERSON

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

Land in Davidson County, Tennessee, being Lots Nos. 12, 13 and 14 of Block "A" on the Plan of Highland Park, as of record in Book 974, Page 33, Register's Office for Davidson County, Tennessee.

Said Lots Nos. 12, 13 and 14 front together 75 feet 6 inches on the easterly side of Dickerson Pike and runs back 197 feet on the northerly line and 205 feet 6 inches on the southerly line to a dead line, measuring 75 feet thereon.

BEING the same property conveyed to Dennis J. Horn, a married man, by Deed from Charles C. Harris and L. C. Morris, as tenants in common, of record in Book 6794, Page 978, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

The subject property is not the principal place of residence of the Grantor herein.

THIS INSTRUMENT HAS BEEN PREPARED SOLELY FROM INFORMATION PROVIDED BY THE PARTIES TO THE TRANSACTION.

This is unimproved ( ) improved (X) property, known as 2931 Dickerson Road, Nashville, Tennessee 37207
(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 $ ins. Value 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 thereby, 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 note 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; or 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 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 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 10th day of August, 19 89.

DENNIS J. HORN

MICHAEL COLLINS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me Peter Weiss, a Notary Public in and for said County and State, the within named DENNIS J. HORN and MICHAEL COLLINS 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 Nashville, Tennessee, this 10th day of August, 1989.

Notary Public

Commission expires 11/10/91

"Continued from front"

Trust herein recited for complete terms and conditions and further subject to the terms, conditions and covenants recited on the Contract of Sale attached hereto and made a part hereof as Exhibit "A").

4647288/41 01101 03CHECK 344.03

EXHIBIT "A"

BOOK 7913 PAGE 31

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of sale made this 29th **day of** June **19** 89

by and between Dennis J. Horn

hereinafter called the seller, and Michael Collins

hereinafter called the buyer

WITNESSETH: That the buyer herewith deposits with Dennis J. Horn

as agent for the seller the sum of $ $400.00 **DOLLARS** as earnest money to constitute part payment of purchase price. The Seller in consideration of the earnest money deposited, has this day sold, and does hereby agree to convey by a good and valid warranty deed to said buyer, or to such person he may in writing direct, the following described real estate in Davidson County, Tennessee to wit:

House and lot located at 2931 Dickerson Rd.

PURCHASE PRICE: $ $90,800.00 **payable as follows:** Approx. $61,500.00 to be paid to Chas. Harris/L.C. Morris in monthly payments of $618.93 @ 11½% fixed rate interest as existing terms specify. Approx. $29,300.00 to be paid to Dennis J. Horn in monthly payments of $400.00 @ 11½% fixed rate interest. Earnest money shall be applied to 1st payment. There shall be no prepayment penalties

RECORDER'S NOTE

Legibility of Writing, Typing, or Printing Unsatisfactory in this Document When Received

Prorations to be made as of date of closing.

Taxes for current year to be: [X **] prorated [ ] in escrow. Back taxes if any paid by** *Buyer & Seller

The sale will be closed on or before 7/10/89

Possession will be given immediately

Rent adjustment from date of possession shall be $ ~~XXXXXXXXXXXXXXXX~~ prorated **per day until date of Deed, paid by Buyer.**

Miscellaneous conditions Taxes due for 1989 shall be ~~paid by buyer~~ prorated at date of closing

D.J.H

M.C.

*If 89' taxes due exceeds $375.00, seller agrees to pay balance. $375.00 shall then be deducted from the principal of $29,300.00. All closing costs to be paid by buyer. ½ of this amount shall then be deducted from the principal of $29,300.00. Buyer agrees to surrender titles to: 1976 Chev. C50 VIN cce536v127785. Also: 1 1979 PONTIAC GRAND PRIX VIN 2J37A92526542 at closing, free and clear of liens, to seller for the purpose of collateral in case of default. Seller agrees to return these titles to buyer upon receiving 8th payment of $400.00. Buyer agrees to pay Chas. Harris/L.C. Morris $1000.00 within 60 days of closing as an assumption fee. Upon making said payment the principal balance of the note held by Dennis J. Horn shall be reduced by $1,000.00. ~~$61,500.00 to $60,500.00~~. Buyer to provide proof of insurance as protection for the vested interests of Dennis J. Horn & Chas. Harris/ L.C. Morris. Buyer understands he is purchasing said property in "as is" condition. All permanent fixtures and furniture shall remain excluding that furniture and 1 stove and refrigerator in the living quarters of the seller. Payments of $618.93 are due on the 1st of each month as specified in existing terms. Payments of $400.00 shall be due on the 15th of each month. 2nd payment due Sept. 15th 1989.

All Covenants and Agreements hereabove recited shall constitute terms of consideration and the timely performance of said Covenants and Agreements shall survive the closing of the transaction. The failure of the Buyer to comply with the terms of the Covenants and Agreements hereabove recited shall constitute a default of the note executed as part of this transaction.

BREACH OF CONTRACT BY BUYER: If this agreement be breached by Buyer, or the Buyer fails for any reason to complete his purchase of said property in accordance with the terms set forth above, the Buyer forfeits all earnest money to Seller as damages and contract becomes null and void.

BREACH OF CONTRACT BY SELLER: If this agreement is breached by Seller, or if the Seller fails for any reason to complete sale of said property in accordance with the terms, set forth above, the Seller shall then return to Buyer the earnest money as damages and contract becomes null and void.

~~Prepaid~~ and closing cost will be paid by Buyer and

prepaid cost will be paid by N/A

Time is of the essence of this contract and all of the conditions thereof.

COMMISSIONS: At the closing of this sale. N/A
as agent, (Broker) shall receive a commission of N/A % of the sales price to be paid by the seller.

WITNESS our hands and seals this 29 day of June, 19 89.

Buyer

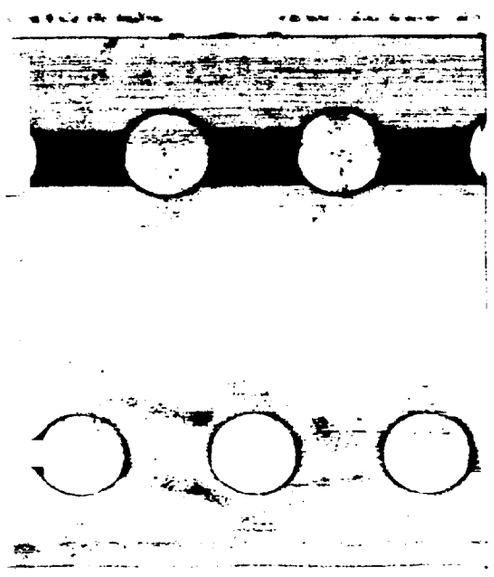
Seller

Buyer

Seller

Notary Public Anne F Cosby

My Commission Expires Jan. 9, 1991



OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 7913 PAGE 33

FOR _____

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	90800.00
MAMT	29297.75
CON TX	299.64
MOR TX	31.39
PRFEE	1.00
MISC	12.00
TOTAL	344.03
CHECK	344.03

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/11/89 01 12:34 0001 4942

57120

IDENTIF. REFERENCE

AUG 11 12 32 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

No. 238226