THIS DOCUMENT PREPARED BY:
CLARK GOWER
NASHVILLE, TENNESSEE

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 35,000.00 "

Installment Deed

BOOK 7932 PAGE 298

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Gary R. Hernandez and wife, Rita M. Hernandez	SAME	119-5-166
(NAME)	(NAME)	
2631 Nolensville Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37211		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Eighty Thousand and No/100 ---------- *Dollars,* ($80,000.00) *of which* Forty-Five Thousand and No/100 ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty-Five Thousand and No/100 ---------- *Dollars,* ($35,000.00)

Gary R. Hernandez and wife, Rita M. Hernandez *have executed*

their promissory note of even date herewith in the principal amount of $35,000.00, payable to the order of J. Willard Alley, in 24 monthly installments, beginning October 6, 1989 and continuing on the same day of each successive month until September 6, 1991, the first 23 monthly installments being in the amount of interest only at the rate of 10.5 percent per annum, and the final and 24th monthly installment being in the amount of the principal amount plus interest at the rate of 10.5 percent per annum,

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, J. Willard Alley,

have this day bargained and sold, and do hereby transfer and convey unto the said Gary R. Hernandez and wife, Rita M. Hernandez, *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 18 on the Revised and Corrected Plan of Thompson and Ring's Subdivision of Edenwold Park, as of record in Book 332, page 29, Register's Office for Davidson County, Tennessee.

Said Lot No. 18 fronts 50 feet on the westerly side of the Nolensville Pike and runs back 150 feet on the southerly line and 153-1/2 feet on the northerly line, to an alley, measuring 50 feet thereon.

Being the same property conveyed to J. Willard Alley by deed from Homer C. Humphreys and wife, Annie Sue Humphreys, of record in Book 1977, page 277, Register's Office for Davidson County, Tennessee.

6401.2 IDENTIFICATION REFERENCE SEP 6 12 55 PM '89 IRA Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 80,000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF Sept 1989.
Deputy Register

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is greater, for this transfer is $80,000.00
Subscribed and sworn to before me, this the 6 day of Sept 1989
My commission expires: Sept 26, 1992 (Affix Seal)
Affiant
Notary Public
NOTARY PUBLIC AT LARGE

This is unimproved ( ) improved (X) property, known as 2631 Nolensville Road, Nashville, Tennessee (House Number) (Street) P.O. Address: (City or Town) ST.

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. except for 1989 Taxes and easement of record in Book 4100, page 390, Register's Office for Davidson County, Tenn. *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 installaments 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 Charles R. Gill, *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 $ 80,000.00 *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 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 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 6th day of Sept, 1984, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

J. Willard Alley

Gary R. Hernandez

Rita M. Hernandez

3162 09/06/84 1:01 03CHECK 308.95

BOOK 7932 PAGE 299

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me _____, a Notary Public in and for said County and State _____ J. Willard Alley, and Gary R. Hernandez and Rita M. Hernandez the within named bargainor_____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6 day of Sept, 1984.

Gary N Bennett
Notary Public

My commission expires Sept 26, 1992

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Gary N Bennett, a Notary Public of the State and County aforesaid, personally appeared Gary Hernandez + Rita Hernandez, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged he/she/self to be Buyer of the said property, the within named bargainor, a corporation, and that he he as such J Willard Alley being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by his self as seller.

Witness my hand and seal, at office in Nash. Tn.
this 6 day of Sept, 1984.

Gary N Bennett
Notary Public

My commission expires Sept 26, 1992

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

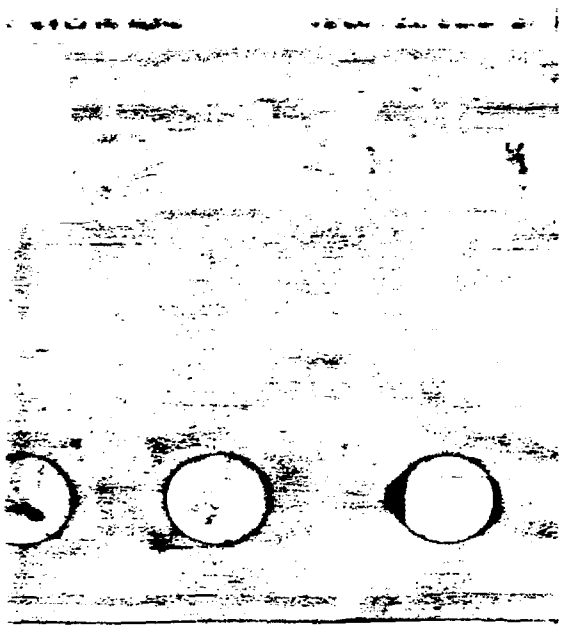
INSTALLMENT DEED

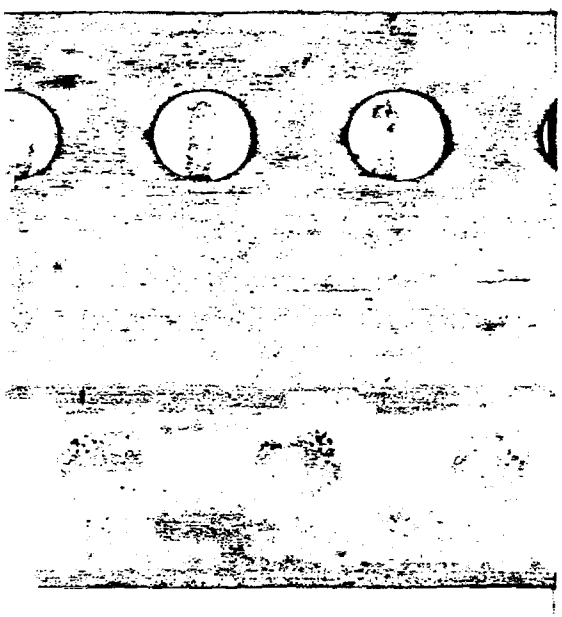
FROM
J. Willard Alley

TO
Gary R. Hernandez and wife,
Rita M. Hernandez

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

Mail
Peachtree Motors
834-4447
HERNANDEZ ENTERPRISES, INC.
RICHARD SWAFFORD
Finance Manager
2400 Nolensville Road
Nashville, TN 37211





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7932 PAGE 300

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	80000.00
MAMT	35000.00
CON TX	264.00
MOR TX	37.95
PRFEE	1.00
WDEED	6.00
TOTAL	308.95
CHECK	308.95

09/06/89 01 12:56 0001 2162

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6.4.0.1.2.

IDENTIFI REFERENCE

SEP 6 12 55 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 246184