INSTALLMENT DEED Map 119-10 P-210 & 11

ADDRESS NEW OWNER (S) AS FOLLOWS:

Larry Swindle
2033 Dobbs Avenue
Nashville, Tennessee

SEND TAX BILLS TO:

Larry Swindle
1725 S. Mt. Juliet Road
Mt. Juliet, Tennessee 37122

FOR AND IN CONSIDERATION of the sum of Seventy-Five Thousand Nine Hundred and No/100 ($75,900) Dollars, of which Ten Thousand and No/100 ($10,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Sixty-Five Thousand Nine Hundred and No/100 ($65,900.00) Dollars, Larry Swindle has executed a promissory note, payable in monthly installments due beginning June 1, 1990, of $635.95 to Marion B. Williams, et ux, until the balance at ten per cent (10 %) annual interest has been paid. Said interest payments are included in each monthly installment, 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, we, Marion B. Williams et ux, Martha G. Williams have this day bargained and sold, and do hereby transfer and convey unto the said Larry Swindle his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being lot No. 18 of Block "F" on the Map of Woodbine Courts, Part Number 1, of record in Book 1130, page 39, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 18 fronts 85 feet on the westerly side of Dobbs Avenue and runs back between parallel lines, 150 feet to a dead line.
>
> Being the same property conveyed to Marion B. Williams and wife, Martha G. Williams by deed from Thomas L. Winn and wife, Nannie P. Winn, of record in Book 3532, page 186, Register's Office of Davidson County, Tennessee.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 65,900 ~~00~~."

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $79,500.00.

Subscribed and sworn to before me, this the 16 day of May, 1990.

Marian B Williams
AFFIANT

NOTARY PUBLIC

MY COMMISSION EXPIRES:
9/15/1992

This is improved property, known as 2903 Dobbs Avenue, Nashville, Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Larry Swindle, his 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Larry Swindle, and his 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 Larry Swindle hereinafter referred to as trustors, hereby transfer and convey unto Charles C. Morrow, 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 $65,900.00, 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 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 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 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 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 equity 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 trust 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 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 hands this 18 day of May, 1990, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Marion B Williams
SELLER

Martha G. Williams
SELLER

Larry Swindle
BUYER

Brenda L. Swindle
BUYER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Marion B. Williams et ux, Martha G. Williams the within named bargainors, with whom I am personally acquainted, and Larry Swindle, who acknowledged that they executed the within instrument for the purposes therein contained.

The said Brenda L. Swindle joins in the trust portion of this deed to release any rights that she may have in the event of any foreclosing action that may commence because of a default of the contract by the Buyer.

Witness my hand and official seal at Murfreesboro, Tennessee, this 18th day of May, 1990.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
9-1-1992

STATE OF TENNESSEE
COUNTY OF DAVIDSON

This instrument prepared by
Mark Dorner Attorney
3221 Nolensville Rd
Nashville Tn 37211

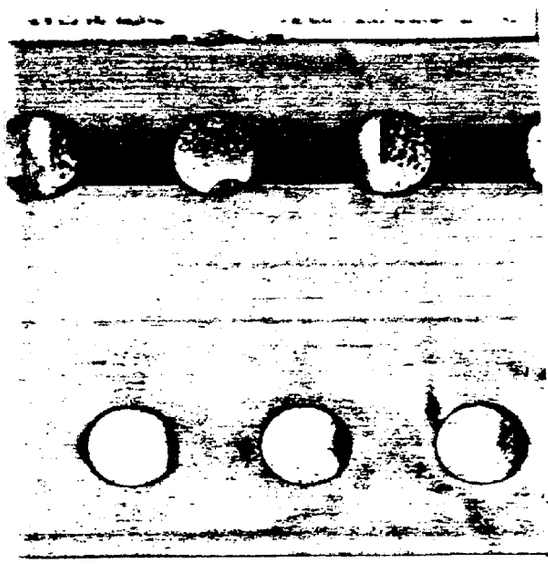
28250

IDENTIFICATION

MAY 23 1 00 PM '90

RUSH

4049 05/23 0101 03CHECK 354.83



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8114 PAGE 821

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 79500.00
				MAMT 65900.00
				CON TX 262.35
				MOR TX 73.48
				PRFEE 1.00
				WDEED 18.00
				TOTAL 354.83
				CHECK 354.83
05/23/90	01	13:01	0001	4049

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

282555

IDENTIFICATION REFERENCE

MAY 23 1 00 PM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY

No. 321467