FROM

MARY THOMAS SMITH

TO

WAYNE A. GREER and wife,
MAXIE L. GREER

THIS INSTRUMENT WAS PREPARED BY:

Thomas F. Hollingsworth
Attorney at Law
1601 Parkway Towers
Nashville, TN 37219
Phone: (615) 259-9725

ADDRESS NEW OWNER(S):	SEND TAX BILLS TO:	MAP-PARCEL
Wayne A. Greer, et ux.		Map 91-11
7739 Old Harding Road	Same	Parcel 155 &
Nashville, TN 37221		Parcel 323

3.31.47.

IDENTIFICATION REFERENCE

JUN 11 2 57 PM '90

REGISTER'S OFFICE DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

$130,000.00

Wayne A. Greer
Affiant

Subscribed and sworn to before me this the 11 day of June, 1990.

Kim Eldridge
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: 1-9-91

FOR AND IN CONSIDERATION OF the sum of --------($130,000.00)----------One Hundred Thirty Thousand and 00/100ths ------Dollars of which $30,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, having executed their installment deed note of even date herewith in the principal sum of One Hundred Thousand and no/100ths Dollars ($100,000.00), payable in 180 monthly installments of principal and interest, commencing the 1st day of August, 1990 and each month thereafter until July 1, 2005, on which date all unpaid sums under said note shall be paid in full. Said note bears interest at the rate of ten percent (10%) per annum. Said note cannot be assumed or assigned in whole or in part;

(The maximum principal indebtedness for Tennessee Recording Tax purposes is $100,000.00.)

and provides 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, MARY THOMAS SMITH, a single person, hereinafter called the grantor, have this day bargained and sold, and do hereby transfer and convey unto WAYNE A. GREER and wife, MAXIE L. GREER, herein called grantees, their heirs and assigned, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 1001 and 1003, Block 161, on the Plan of No. 1 of West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for said County.

The northerly part of said lots 1001 and 1003 fronts 74 feet on the westerly side of 51st Avenue and extends back between parallel lines along the southerly margin of an alley, 60 feet to a dead line. Said tract now being referred to as parcel 323.

Being the same property conveyed to Mary Thomas Smith, by deed from Laverte C. Smith and wife, Clara A. Smith of record in book 4643, page 418, Register's Office for Davidson County, Tennessee.

The southerly part of said lots 1001 and 1003 fronts 60 feet on the northerly side of Indiana Avenue and runs back between parallel lines with the westerly margin of 51st Avenue, 76 feet to a dead line. Said tract now being referred to as parcel 155 and adjoins the southerly boundary of the above described parcel 323.

Being a part of the same property conveyed to Laverte C. Smith and wife, Mary Thomas Smith, by deed from G. A. Dugger and wife, Willie E. Dugger of record in Book 1290, page 472; and a part of the same property conveyed to Laverte C. Smith and wife Mary Thomas Smith, by deed from Rowena Keel, a single woman, of record in Book 1509, page 481, Register's Office for Davidson County, Tennessee. The said Laverte C. Smith having since died.

Said property being conveyed herein being all of the property conveyed to grantor by deed of record in Book 1290, page 472, Register's Office for Davidson County, Tennessee.

This deed was prepared from information furnished by the parties.

This is improved property, known as 5100 Indiana Avenue, Nashville, Tennessee 37209.

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 THOMAS F. HOLLINGSWORTH, 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 $100,000.00 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 rail 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 therein, 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 one 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; we 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 advise 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 11th day of June, 1990.

Mary Thomas Smith

MARY THOMAS SMITH, GRANTOR

Wayne A. Greer

WAYNE A. GREER, GRANTEE

Maxie L. Greer

MAXIE L. GREER, GRANTEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARY THOMAS SMITH, Grantor, and WAYNE A. GREER and wife, MAXIE L. GREER, Grantees, 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.

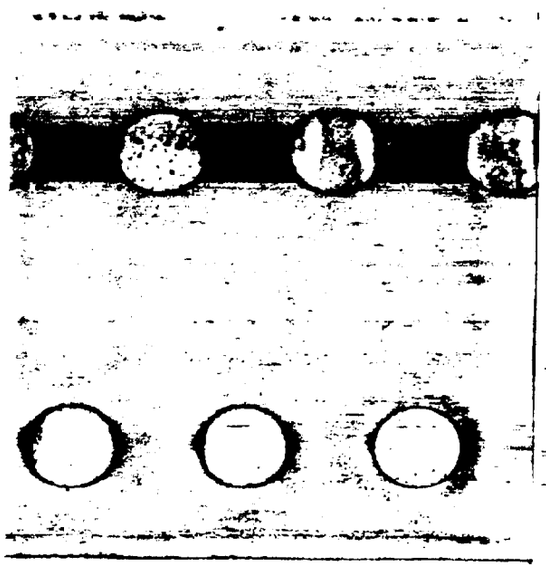
Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 11th day of June, 1990.

Lis Eldridge

NOTARY PUBLIC

My Commission Expires: 1-9-91

9467 06/11 0101 03CHECK 554.70



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

RECEIVED OF _____

FOR _____

BOOK 8128 PAGE 920

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 130000.00
MAMT 100000.00
CON TX 429.00
MOR TX 112.70
PRFEE 1.00
WDEED 12.00
TOTAL 554.70
CHECK 554.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06/11/90 01 14:57 0001 9467

3.31.47

IDENTIFICATION REFERENCE

JUN 11 2 57 PM '90

DAVIDSON COUNTY, TN

No. 327133