original

BOOK 8151 PAGE 268

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

LEONARD BARNES, et ux

TO

DAVID HARGROVE

For draftsman's use

THIS INSTRUMENT PREPARED BY:

JAMES A. CARNEY
Attorney at Law
905 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David Hargrove (NAME)	NO MORTGAGE ESCROW (NAME)	Part of:
4432 Old Hickory Blvd. (STREET ADDRESS OR ROUTE NUMBER)	SEND TAX BILLS TO: (STREET ADDRESS)	Map 67
Nashville, Tennessee 37218 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	Parcel 85

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 4066.50 David Hargrove
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12Th DAY OF July 1990

James A. Carney
Notary Public

MY COMMISSION EXPIRES: 11-18-93

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Four Thousand ---------- And No/00 ---------- ($4,000.00) ---------- DOLLARS

of which $ 300.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note of even date in the principal sum of $3,700.00 bearing interest at the rate of 10% per annum, payable to the order of Leonard Barnes and Ina P. Barnes in monthly installments of $300.00 each commencing August 15, 1990 and continuing monthly until fully paid, including principal and interest,

9447 07/12 0101 03CHECK 28.15

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,

Leonard Barnes and wife, Ina P. Barnes,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

David Hargrove,

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

SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION

RUSH

FILED & MICROFILMED
DAVIDSON COUNTY, TENN.

Jul 12 2 38 PM '90

IDENTIFICATION REFERENCE

40666

This is unimproved XX improved ( ) property, known as 4432 (House Number) Old Hickory Blvd. (Street) P. O. Address: Nashville, Tennessee 37218 (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 represenatives, 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 Bob Herrman 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. Int. 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 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 this trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 12 Th day of July, 19 90.

Leonard Barnes
LEONARD BARNES

David Hargrove
DAVID HARGROVE

Ina P. Barnes
INA P. BARNES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me James A Cornelius, a Notary Public in and for said County and State, the within named Leonard Barnes and wife, Ina P. Barnes, and David Hargrove, 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 12Th day of July, 19 90.

James R Cornelius
Notary Public

Commission expires 11-10-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), 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 seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

ATTACHED SHEET:

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, as follows:

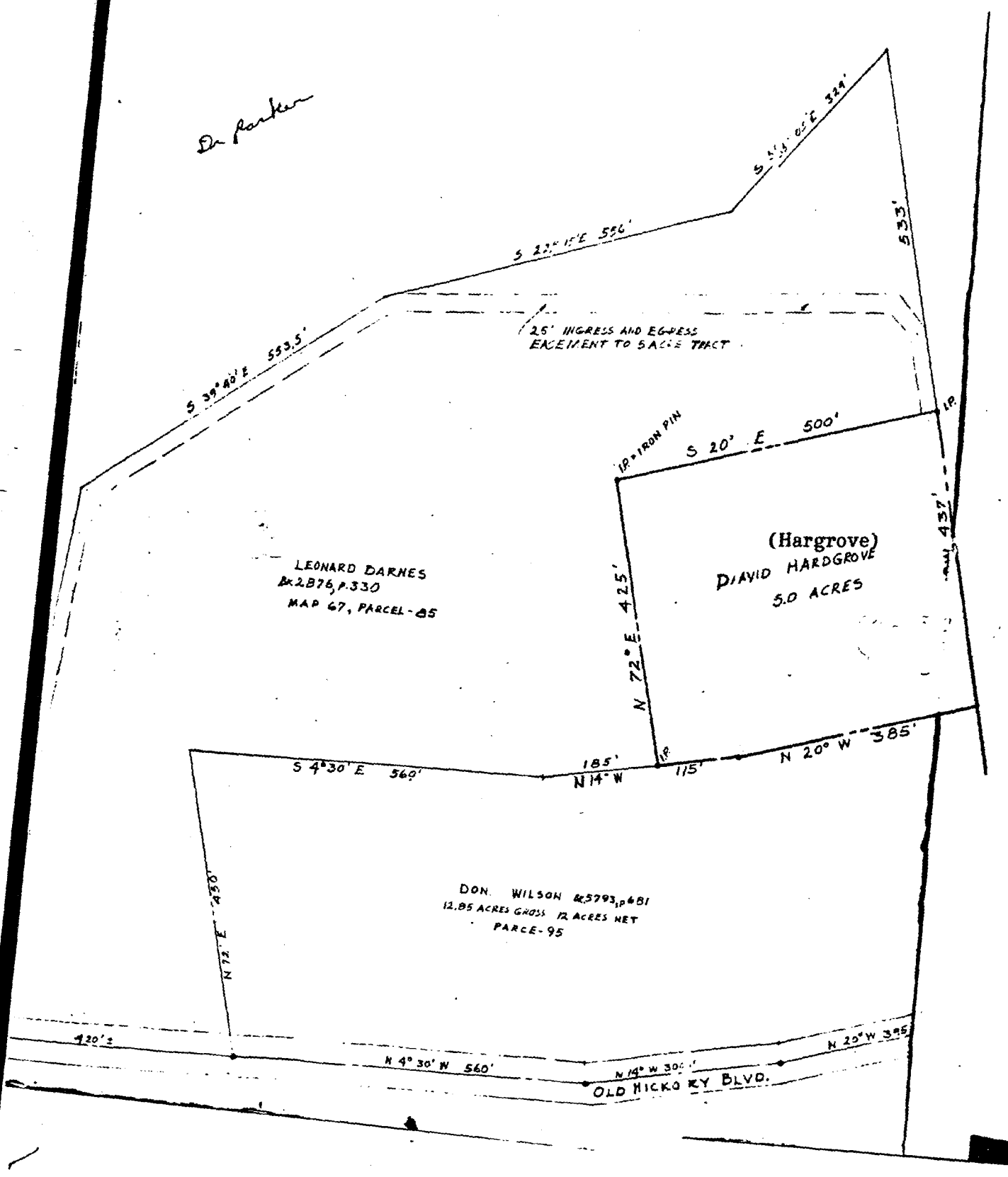
Land in the 13th, formerly the 25th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point marked with an iron pin on the southeasterly boundary of the Leonard Barnes property and the northeasterly boundary of the Don Wilson property; thence north 20 degrees west 385 feet to a point in the common line between Barnes and Wilson; thence north along said common line 14 degrees west 115 feet to an iron pin corner marker between Leonard Barnes and David Hargrove; thence north 72 degrees east 425 feet along the common line between David Hargrove and Leonard Barnes to an iron pin; thence south 20 degrees east along the northerly line between David Hargrove and Leonard Barnes 500 feet to a point marked by an iron pin in the northeasterly corner of the David Hargrove tract at the southeasterly corner of the Leonard Barnes tract where said properties join on the Ernest White northwesterly line; thence south 72 degrees west along the Ernest White boundary line 437 feet to the point of beginning, containing 5 acres, more or less.

Being a part of the same property conveyed to Leonard Barnes and wife, Ina P. Barnes, by deed from G. W. Tribble of record in Book 2876, page 330, Register's Office for Davidson County, Tennessee.

In addition to the tract of land hereinabove conveyed, Grantors herewith convey a permanent easement to David Hargrove his heirs, successors and assigns, which easement will run with the land forever and be available for use in the future for ingress and egress by present and future owners or users of any portion of land along the inside perimeter. Said easement is shown on a survey prepared by Ernest Davis on November 20, 1989 and front 25 feet on Old Hickory Boulevard about 420 feet northwest of the Don Wilson tract where the Leonard Barnes tract intersects with the northeasterly boundary of Old Hickory Boulevard at a point in the common line between the Barnes and Parker properties; thence inside the Leonard Barnes tract south 87 degrees east 816.7 feet to a point; thence south 39 degrees 40 minutes east 553.5 feet to a point; thence breaking away from the Barnes-Parker common boundary northeasterly to a point touching the Ernest White tract line; thence southwesterly inside the Barnes-White common boundary line to the northeasterly corner of the David Hargrove tract 25 feet wide.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 3700. ."



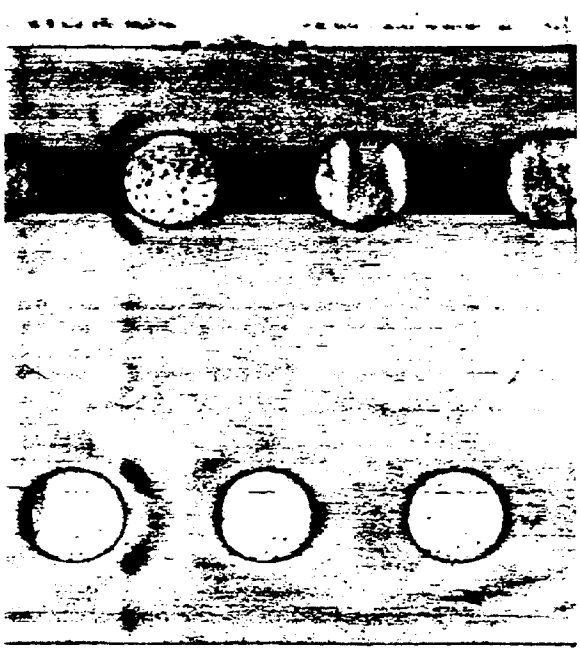
BOUNDARY SURVEY OF A 5 ACRE TRACK
BEING PART OF L. BARNES PARCEL #85 & #121, R.O.D.C., TN

Scale: 1" = 100'

Date: 11-20-89

Drawn By:
E. Davis

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.



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

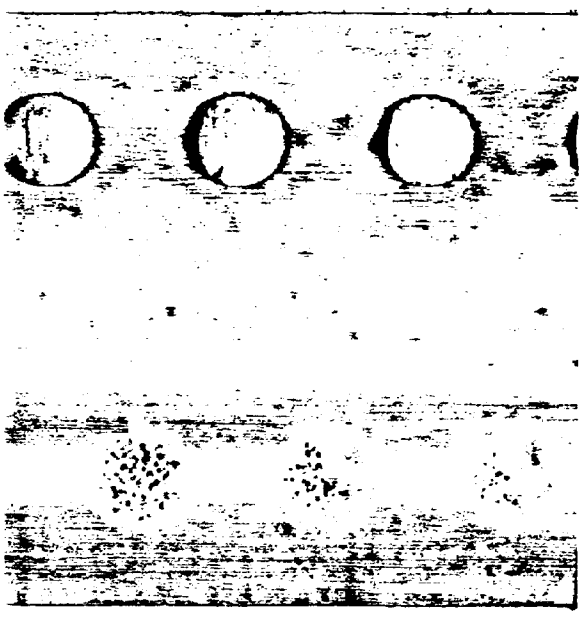
RECEIVED OF _____

FOR _____

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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	4000.00
MAMT	3700.00
CON TX	13.20
MOR TX	1.95
PRFEE	1.00
WDEED	12.00
TOTAL	28.15
CHECK	28.15

RECEIPT IS NOT VALID UNTIL CHECK IS PAID AT BANK

07/12/90 01 14:41 0001 9447

40955

IDENTIFICATION REFERENCE

JUL 12 2 38 PM '90

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 336300