Prepared by: FW 21
J. Mitchell Grissim, Jr.
GRISSIM & HODGES
323 Union Street
Nashville, TN 37201
(615) 255-7496

INSTALLMENT DEED

FROM: DAWN BINKLEY and JEWELL BINKLEY

TO: BILLY KEITH HARPER, unmarried BOOK 8232 PAGE 772

New Owner:	Send Tax Bills To:	Map/Parcel No.:
Billy Keith Harper 6917 Old Hickory Blvd. Whites Creek, TN 37189	Same	Tax Map 39 P/O Parc.151

FOR AND IN CONSIDERATION of the sum of $36,500.00, of which $10,000.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantee has given his note of even date in the amount of $26,500.00 payable to grantors as therein set out; reference is here made to said note for the terms and conditions thereof; and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, DAWN BINKLEY and JEWELL BINKLEY, hereinafter called the grantors, have this day, bargained and sold, and do hereby transfer and convey unto BILLY KEITH HARPER, an unmarried person, herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows; to-wit:

A tract of land in the 2nd Civil District of Nashville, Davidson County, Tennessee, being the entire tract shown on the Plat of Binkley's 1 - Lot Subdivision (revised) of record in Book 6900, page 794, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Thelma M. Smith, deceased, by instrument of record at Book 1236, page 406. The above-described land passed to Dawn Binkley and Jewell Binkley pursuant to the Will of Thelma M. Smith; said Will having been probated and spread upon the minutes of the Court at Minute Book 277, page 648, Davidson County Probate.

The maximum principal indebtedness for Tennessee recording tax purposes is $26,500.00.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his 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 grantee, his 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 note, as it matures, as hereinafter provided, and for the consideration of One Dollar to us in hand paid, I, the said grantee, do hereby transfer and convey unto J. MITCHELL GRISSIM, JR., Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate,

title and interest thereto belonging, for the purposes aforesaid only. I, the said grantee, 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 $36,500.00 until the note 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 and holder of said note, as his interest may appear. I 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 I fail to do either, then the said Trustee, or the lawful owner and holder of said note, or any of them, may do any or all of these things, and charge and treat the sum or sums as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if I, the said grantee, shall pay the note aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep up said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay said note or part thereof promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I fail to reimburse Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within 30 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 note, or any part of said note then past due and unpaid, all of the remaining unpaid note 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 20 days' notice by 3 publications in any newspaper of general circulation, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right to redeem property as provided in T.C.A. 66-8-101, 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 conveyance. I 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 them. I 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, 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: The residue, if any, will be paid to the grantee herein, his 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 grantee have hereunto set our hands on this the 1st day of November, 1990.

Dawn Binkley
DAWN BINKLEY

Jewell Binkley
JEWELL BINKLEY

Billy Keith Harper
BILLY KEITH HARPER

J. Mitchell Grissim Trustee
J. MITCHELL GRISSIM, JR., Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Dawn Binkley and Jewell Binkley, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal on this the 1st day of November, 1990.

Frank G. Clark
NOTARY PUBLIC

My Commission Expires: OCT 9TH 1991

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Billy Keith Harper, the within named bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal on this the 1st day of November, 1990.

Frank G. Clark
NOTARY PUBLIC

My Commission Expires: OCT 9TH 1991

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, J. Mitchell Grissim, Jr., the within named Trustee, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal on this the 2nd day of November, 1990.

Adair Parrish
NOTARY PUBLIC

My Commission Expires: 10-23-94

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $36,500.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

J. Mitchell Grissim
AFFIANT

Sworn to and subscribed before me this 2nd day of November, 1990.

Adair Parrish
NOTARY PUBLIC

My Commission Expires: 10-23-94

5034 11/07 0101 03CHECK 161.62

70651

IDENTIF. REFERENCE

Nov 7 9 32 AM '90

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY TN.

Part 4B

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 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 36500.00
MAMT 26500.00
CON TX 120.45
MOR TX 28.17
PRFEE 1.00
WDEED 12.00
TOTAL 161.62
CHECK 161.62

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

70651 IDENTIF. REFERENCE

Nov 7 9 32 AM '90

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY TN.

11/07/90 01 09:32 0001 5034

No. 371092