THE MAXIMUM INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $120,700.00

INSTALLMENT DEED

THIS INSTRUMENT WAS PREPARED BY		
Harold E. Collins, Attorney, 4800 Charlotte Avenue, Nashville, TN 37209		
NAME ADDRESS		
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
W. Paul Nance, et ux	SAME	Map 118-9
(NAME)	(NAME)	
947 Woodmont Blvd.		Parcel 188
(ADDRESS)	(ADDRESS)	
Nashville, Tennessee 37204		16DA 06205
(CITY) (STATE) (P.O.ZIP)	(CITY)(STATE)(ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED FORTY TWO THOUSAND AND 00/100 DOLLARS ($142,000.00) OF WHICH TWENTY ONE THOUSAND THREE HUNDRED AND NO/100 ($21,300.00) HAS BEEN PAID BY GRANTEES FOR ALL OF WHICH GRANTORS HEREBY ACKNOWLEDGE AND FOR THE REMAINDER GRANTEES HAVE THIS DATE EXECUTED THEIR JOINT PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($120,700.00) PAYABLE TO GRANTORS, DOROTHY MARIE O'BRIEN MAGNESS AND BEVERLY JANE O'BRIEN GREGG, SAID AMOUNT TO BE PAID IN ONE HUNDRED TWENTY MONTHLY INSTALLMENTS IN THE AMOUNT OF $1,595.06 EACH, WHICH INCLUDES INTEREST AT THE RATE OF TEN PERCENT PER ANNUM, WITH THE FIRST PAYMENT DUE AND PAYABLE THE 10TH DAY OF ~~MAY~~ JUNE, 1991 AND A LIKE PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL PAID IN FULL. SAID PAYMENTS TO BE APPLIED FIRST TO INTEREST AND THE REMAINDER TO PRINCIPAL.

We, Dorothy Marie O'Brien Magness and Beverly Jane O'Brien Gregg, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto W. Paul Nance and wife, Janet Lynn Nance, hereinafter called Grantees all our right, title and interest in and to the below described property, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 23 on the plan of Oscar F. Noel's Estate, east of the Granny White Road, called "Noelton," not of record and described according to a survey made by W. B. Southgate, Surveyor, March 21, 1936, as follows:

Beginning at the southeast corner of Woodmont Boulevard or Avenue and 10th Avenue, South; thence with the easterly margin of 10th Avenue South, South 11 deg. West 200 feet; thence South 84 deg. east 214.2 feet; thence north 9 deg. east 200 feet to the southerly margin of Woodmont Avenue; thence with the southerly margin of said Avenue, North 84 deg. west, 207 feet to the beginning.

Being part of the same property conveyed to J. Edwin O'Brien and wife, Ola Marie O'Brien by deed from Joe A. Nicholas and wife, Ora H. Nicholas, of record in Book 1491, Page 425, Register's Office for said County, the said J. Edwin O'Brien having since died, survived by wife, Ola Marie O'Brien, she having since died devising the said property to Dorothy Marie O'Brien Magness and Beverly Jane O'Brien Gregg by Last Will and Testament of record in Will Book 173, Page 689 Probate Court for Davidson County, Tennessee.

Included in the above described property but excluded from this conveyance is that portion of land conveyed by J. Edwin O'Brien and wife, Ola Marie O'Brien to Dorothy O. Magness, of record in Book 6026, Page 34, R.O.D.C., Tennessee, said property described as follows:

Being part of Lot No. 23 on the Plan of Oscar F. Noel's Estate, east of the Granny White Road, called "Noelton," not of record and described partially from a survey made by W. B. Southgate, Surveyor, March 21, 1936, as follows:

Beginning at a point 120 feet south of the southeast corner of Woodmont Boulevard and Lealand Lane, formerly 10th Avenue, South, in the easterly margin of said Lealand Lane; thence with said margin of Lealand Lane South 11 deg. West 80 feet to a point, the southwest corner of the property conveyed to J. Edwin O'Brien and wife, Ola Marie O'Brien, by deed from Joe A. Nicholas and wife, Ora H. Nicholas, of record in Book 1491, Page 425, Register's Office for said County; thence with O'Brien's

original south line, South 84 deg. East 214.2 feet to a point, O'Brien's original southeast corner; thence with O'Brien's original easterly line, North 9 deg. East 80 feet to a point; thence with a line being parallel to O'Brien's south line North 84 deg. West 211.32 feet, more or less, to the point of the beginning.

This conveyance is made subject to restrictive covenants contained in deed from Oscar F. Noel, et al., Trustees to C. B. Locke and wife, of record in Book 998, Page 158, said Register's Office.

Grantors hereby state and aver that the subject property is not their home nor principal place of residence.

1991 property taxes have been prorated and assumed by Grantees.

Improved Property 947 Woodmont Blvd., Nashville, Tennessee 37204
(House Number) (Street) (City) (State) (Zip)

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 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 H.E. Collins, 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 maximum insurable amount 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 grantors, 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 fifteen 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 fifteen days notice by weekly publications in a newspaper of general circulation, 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 grantors 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 10TH day of APRIL, 1991.

Dorothy Marie O'Brien Magness
DOROTHY MARIE O'BRIEN MAGNESS

Beverly Jane O'Brien Gregg
BEVERLY JANE O'BRIEN GREGG

W. Paul Nance
W. PAUL NANCE

Janet Lynn Nance
JANET LYNN NANCE

[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON) The actual consideration or value whichever is
[greater, for this transfer is: $142,000.00
[Subscribed and sworn to before me, this the 10TH day of
[APRIL, 1991.
[
[W. Paul Nance
[Affiant
[My commission expires: 1-13-94
[(Affix Seal)
[Harold E. Collins
[NOTARY PUBLIC

HAROLD E. COLLINS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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

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 Dorothy Marie O'Brien Magness, Beverly Jane O'Brien Gregg, W. Paul Nance and Janet Lynn Nance, 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 10TH day of APRIL, 1991.

Harold E Collins
NOTARY PUBLIC

HAROLD E. COLLINS NOTARY PUBLIC DAVIDSON COUNTY TENN.

My commission expires: 1-23-94

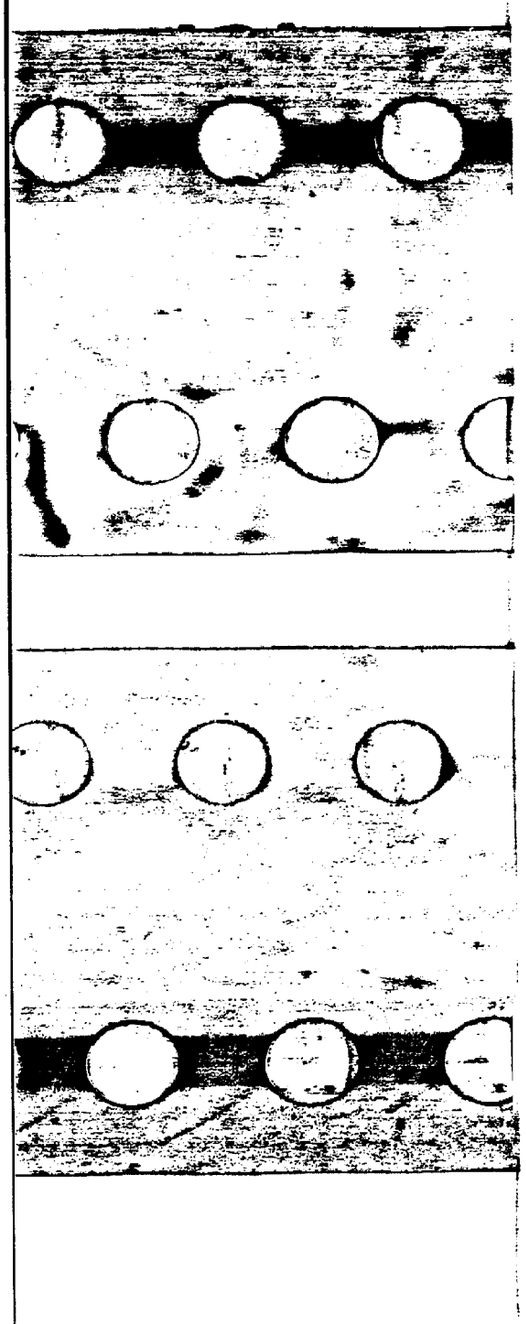
05867

IDENTIF. REFERENCE

APR 11 9 04 AM '91

FELIX ... REGISTER
DAVIDSON COUNTY TN.

3937 04/11 0101 03CHECK 618.11



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

RECEIVED OF _____

FOR _____

BOOK 8328 PAGE 312

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 142000.00
MAMT 120700.00
CON TX 468.60
MOR TX 136.51
PRFEE 1.00
TDEED 12.00
ERR CO
TDEED 12.00-
WDEED 12.00
TOTAL 618.11
CHECK 618.11

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/11/91 01 09:43 0001 3937

05867

IDENTIF. REFERENCE

APR 11 9 44 AM '91

FELIX Z. WILSON II
DAVIDSON COUNTY TN.

No. 412006