Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 63,500.00

Installment Deed

BOOK 8333 PAGE 288

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Anthony Scott Berens etux	SAME	Map 103-03
(NAME)	(NAME)	
4901 Wyoming Avenue		Par. 188
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37209		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Seventy Eight Thousand Five Hundred and no/100 - - - - - - - - - - - - - - - - - ($78,500.00) - - - - - - - - - - *Dollars,*

of which Fifteen Thousand and no/100 - ($15,000.00) - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty Three Thousand Five Hundred and no/100 - ($63,500.00) - - - - - - - - - - *Dollars,*

Anthony Scott Berens and wife, Suzanne Hines Berens *have executed* their promissory note of even date herewith in the principal amount of $63,500.00, payable to the order of Nancy B. Grimes and James Grimes, in 360 monthly installments of $557.26 each, which installments include both principal and interest at the rate of 10% per annum, the first said installment falling due on May 15, 1991, and the others on the same day of each successive month thereafter until said note is paid in full.

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. I, Nancy B. Grimes

have this day bargained and sold, and do hereby transfer and convey unto the said Anthony Scott Berens and wife, Suzanne Hines Berens *the Grantees herein, their (successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows

"SEE EXHIBIT A, ATTACHED"

0779

IDENTIF. REFERENCE

APR 19 2 19 PM '91

FELIX Z. ... DAVIDSON COUNTY, TN.

PICK-UP

6195 04/17 0101 03CHECK 339.78

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 78,500.00

Subscribed and sworn to before me, this the 17th day of April 1991

Affiant

My commission expires: 10-9-91 (Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

This is improved (X) unimproved ( ) property, known as 4901 Wyoming Avenue, Nashville, Tn. 37209 (House Number) (Street) P O Address (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (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, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Jimmy A. Duncan *, 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 $ 78,500.00

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.

[redacted]

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 will 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 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 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 of 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 the statutory right 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 trustee 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 the 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 premise, 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 to do so, 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.

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.

Witness our hands this 17th day of April, 19 91, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Nancy B. Grimes

James A. Grimes

Anthony S. Berens

By: a H. Berens

BOOK 8333 PAGE 289

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Jimmy A. Duncan, a Notary Public in and for said County and State Nancy B. Grimes and James Grimes
Anthony Scott Berens and wife, Suzanne Hines Berens

the within named 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 17th day of April, 1991.

Jimmy A. Duncan, Notary Public

Commission expires 10-9-91

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 _____

INSTALLMENT DEED

FROM

TO

Prepared by: Jimmy A. Duncan, Atty.
4904 Charlotte Ave.
Nashville, TN 37209

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

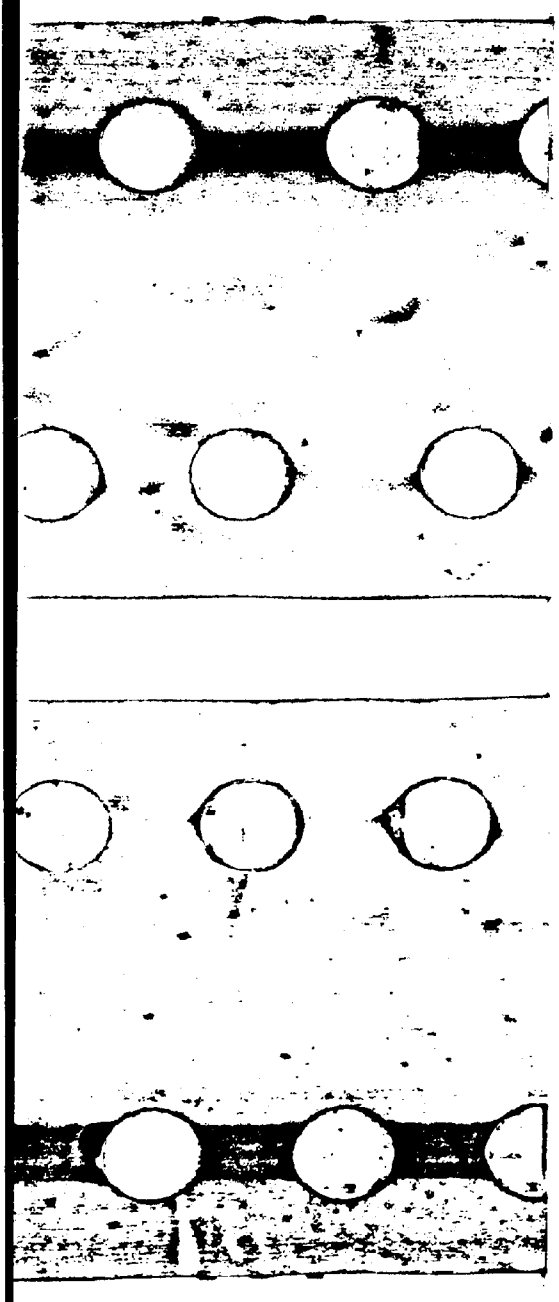
"EXHIBIT A"

Land in Davidson County, State of Tennessee, being a lot or tract of land in the West Nashville part of E. A. Elam 5 acre tract of land more particularly described as follows:

Beginning at a point in the southerly margin of Wyoming Ave., formerly 6th Ave., 250 feet east of the easterly margin of a proposed extension of 50th Ave. North, being shown on the Plan of Charlotte Park Company's First Addition of record in Book 57, page 103, R.O.D.C., Tennessee, and running thence with the southerly margin of Wyoming Ave. 70 feet eastwardly; thence southwardly at right angles, 150 feet to a point; thence westwardly & right angles & parallel with the southerly margin of Wyoming Ave., 70 feet to a point; thence northwardly at right angles 150 feet to the beginning.

Being the same property conveyed to Marvin A. Bernard and wife, Nelle Wayne Bernard, by deed from Elizabeth Thompson of record in Book 1077, page 140, Register's Office of Davidson County, Tennessee; the said Marvin A. Bernard and Nelle Wayne Bernard having both since died with Marvin A. Bernard predeceasing Nelle Wayne Bernard. By the Last Will of Nelle C. Bernard (being one and the same as Nelle Wayne Bernard) of record in Will Book 165, page 620, Probate Court for Davidson County, Tennessee, the above property vested in Nancy Bernard Grimes.

James Grimes joins in this conveyance for the express purpose of conveying any right, title or interest he may have by virture of his marriage to Nancy B. Grimes.



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8333 PAGE 291

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 78500.00
MAMT 63500.00
CON TX 259.05
MOR TX 70.73
PRFEE 1.00
MFEED 9.00
TOTAL 339.78
CHECK 339.78

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/19/91 01 08:18 0001 6195

07779

IDENTIF. REFERENCE

APR 19 2 19 PM '91

FELIX Z. WILSON
DAVIDSON COUNTY, TN.

No. 414227