Maximum Principal
Indebtedness for
Tennessee Recording
Tax Purposes is
$ 3,500.00 .

THIS INSTRUMENT PREPARED BY:
Robert J. Notestine, III
Attorney at Law
104 Woodmont Boulevard
Suite 115
Nashville, Tennessee 37205
(615) 297-1568
(This instrument prepared from
information furnished by the
parties hereto.)

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
James Alfred Miller and Frances Coleman Miller 1 & Lewis St Nashville, Tenn. 37210	-SAME-	Map 105-04-0 Parcel 076.00

FOR AND IN CONSIDERATION OF the sum of Three Thousand Five Hundred and No/100 ($3,500.00) Dollars, which has been paid in the form of an Installment Deed Note executed by JAMES ALFRED MILLER and wife, FRANCES COLEMAN MILLER, hereinafter referred to as "Grantees," the receipt of which is hereby acknowledged by JOY R. KARR, hereinafter referred to as "Grantor," in the original principal amount of Three Thousand Five Hundred and No/100 ($3,500.00) Dollars, payable with interest thereon as therein provided in sixty (60) monthly installments of principal and interest, which instrument provides for the payment of collection costs, attorney's fees, and other costs and expenses incident to collection. All accrued interest and the remaining principal shall be due and payable on the date of the sixtieth (60th) payment.

To secure the indebtedness evidenced by the said Installment Deed Note, including principal, interest, and collection costs thereon, a lien is expressly retained on the real property herein conveyed from Grantor to Grantees.

Grantor has this day bargained and sold, and does hereby transfer and convey unto Grantees, Grantees' heirs and assigns, certain improved real property in Davidson County, Tennessee, described in Exhibit "A", which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

The actual consideration or value, whichever is greater, for this transfer is $4,500.00.

James Alfred Miller
AFFIANT

SUBSCRIBED and sworn to before me this 27th day of May, 1991.

Margaret H. Hartle
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 23, 1994

This is unimproved real property known as Southerly parts of Lots 458 and 459 on the Map of Maury and Claiborne's Addition to South Nashville, Nashville, Tennessee 37208.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, and title thereto belonging, unto the said Grantees, Grantees' heirs and assigns forever. Grantor covenants that she is lawfully seized and possessed of said real property in fee simple, that she has a good right to convey the same, and that the same is unencumbered except for 1991 Metropolitan Nashville and Davidson County, Tennessee, real property taxes, matters shown on any recorded subdivision plat for such parcel, as applicable, easements for public utilities and vehicular and pedestrian ingress and egress serving the improvements upon the said real property, and all other matters contained in the public records and within the knowledge of Grantees.

Grantor further covenants and binds herself, her heirs, and assigns, to warrant and forever defend the title to said real property to Grantees and Grantees' heirs and assigns, against the lawful claims of all persons claiming by, through, or under Grantor.

For the purpose of better securing the indebtedness evidenced by the Installment Deed Note, and for the purpose of rendering unnecessary court proceedings for the enforcement of the vendor's lien herein retained, in the event of a default under the terms of the said Installment Deed Note or this instrument, Grantees hereby transfer and convey unto Robert J. Notestine, III, of Nashville, Davidson County, Tennessee, Trustee, his successors and assigns, the real property described in Exhibit "A", together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing the aforesaid indebtedness, and for no other purpose.

Grantees agree to keep all improvements on said real property insured with some reliable fire insurance company or companies in an amount equal to the replacement cost of the same, if obtainable, but at least equal to the principal balance of the indebtedness herein secured, until the indebtedness herein secured is fully paid and to name the holder of the indebtedness herein secured as a loss payee.

Grantees further covenant to keep the improvements on the said real property in good repair and preservation and to pay all taxes and assessments thereon before the same become delinquent. In case Grantees fail to insure or maintain said improvements or to pay said taxes, then the Trustee, or the holder of the indebtedness secured herein, or either 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 herein and to charge interest thereon at the highest lawful rate under the then existing law of the state of Tennessee. The failure of Grantees to immediately reimburse the Trustee or the holder, as the case may be, for all sums so expended, together with interest thereon, as aforesaid, shall be a condition of default hereunder. The holder of the indebtedness secured herein shall require monthly escrow payments for the payment of real property taxes, the same shall be paid to such holder, along with each monthly installment of interest as required by the Installment Deed Note, with each such payment being in an amount equal to one-twelfth (1/12) of the amount necessary to pay such insurance premiums or taxes prior to the date upon which the same become delinquent. Such escrow funds may be commingled by such holder with its other funds and no interest shall be due thereon.

Now, if Grantees shall pay the indebtedness herein secured according to the terms of the Installment Deed Note, pay the said taxes, and keep the said improvements insured and maintained, as aforesaid, then this trust conveyance shall be of no further force and effect. If Grantees fail to pay any installments due under the terms of the Installment Deed Note, or fail to pay said taxes, or fail to

keep the improvements insured and maintained, as hereinabove provided, or fail to reimburse the Trustee or the holder for all sums expended for such purposes, with interest thereon as above provided, this trust conveyance shall remain in full force and effect, and at the option of the holder of the indebtedness secured herein, all principal, interest, and sums so advanced shall become immediately due and payable, without notice, in which event the Trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily, or weekly, published in Davidson County, Tennessee, to sell the said real property, or any portion thereof 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, homestead, dower, and all other exemptions and rights of redemption, of every kind, whether created by statute or common law, which are hereby expressly waived,. In the event of such sale, Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The holder of the indebtedness secured herein may bid at any sale under this trust conveyance. Grantees agree that Trustee or the holder of the indebtedness herein secured, may at any time after default hereunder, enter and take possession of the said real property and shall only account for the net rents actually received. Grantees further agree that in the event Trustee or the holder of the indebtedness herein secured elect not to enter and take possession of the said real property before selling the same as hereinabove provided, the purchaser at the foreclosure sale shall be entitled to immediate possession thereof upon the delivery to him by the trustee, or his successor in trust, of a deed for said real 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 the vendor's lien herein retained, reasonable attorney's fees, reasonable Trustee's fees, and all costs of collection, including, but not limited to, court costs, postage, and advertising costs; and

Second, to the payment of all taxes, which may be unpaid on the said real property; and

Third, to the payment of all principal and accrued interest due under the terms of the Installment Deed Note, and any and all sums expended in the protection of the said real property as herein authorized; and

Finally, the residue, if any, will be paid to Grantees, or to Grantees' order.

The holder of the indebtedness herein secured is authorized at all times to remove the Trustee and appoint a successor by recording an Appointment of Successor Trustee in the Register's Office for Davidson County, Tennessee, and, in the event of such removal and appointment, the Successor Trustee shall be vested with the title, benefits, and obligations of the Trustee herein named.

Trustee, and any successor, shall execute this trust without being required to give bond or file any account or settlement in relation to the trusteeship herein created.

Neither the real property described herein nor any portion thereof, nor any interest therein may be sold or otherwise transferred without the prior written consent of the holder of the Installment Deed Note, which consent may be withheld for any reason. The real property herein described may not be encumbered by secondary or inferior liens securing an indebtedness to a third party without the prior written consent of the holder of the Installment Deed Note; provided, if foreclosure proceedings on any such inferior lien should be advertised or instituted by the holder of the indebtedness thereby secured, the same shall constitute an event of default hereunder. In the event any notice of mechanics', materialmen's, laborers',

furnishers', architects', engineers' or other involuntary lien is filed against any portion of the real property described herein, the filing of the same shall constitute an event of default hereunder.

IN WITNESS WHEREOF, Grantor and Grantees have executed this Installment Deed on this 29th day of May, 1991.

GRANTOR:

JOY R. KARR

GRANTEES:

JAMES ALFRED MILLER

FRANCES COLEMAN MILLER

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

PERSONALLY APPEARED BEFORE ME, the undersigned, a Notary Public in an for said County and State, the within named Joy R. Karr, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 29th day of May, 1991.

NOTARY PUBLIC

My Commission Expires: My Commission Expires July 23, 1994

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 James Alfred Miller and Frances Coleman Miller, 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 29th day of May, 1991.

NOTARY PUBLIC

My Commission Expires: My Commission Expires July 23, 1994

PICK-UP

IDENTIFICATION REFERENCE

91 MAY 13 PM 12:33

DAVIDSON COUNTY, TN

9 2 1 8 6 6

EXHIBIT "A"

LEGAL DESCRIPTION

Being the southerly parts of Lots Nos. 458 and 459, on the Map of Maury and Claiborne's addition to South Nashville, of record in Book 21, Page 84 and 85, Register's Office for said County and described according to a copy of a survey thereof made October 14, 1946, by Lewis D. Justice, as follows: Said parts of said lots front 37 feet on the west side of Lewis Street and run back between lines 79.5 feet on the north line and 80 feet on the south line, along the north margin of the Hubbard Alley to a dead line on which they measure 44 feet.

Being the same property conveyed to Joy R. Karr by Warranty Deed from Marshall Hyde and wife, Ethel Mai Hyde, of record in Book 3026, Page 273, Register's Office for Davidson County, Tennessee.

8574 3713 0401 03CHECK 34.38

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8574 PAGE 284

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 4500.00
MAMT 3500.00
CON FS 16.65
MOR TX 1.73
PRFEE 1.00
WDEED 15.00
TOTAL 34.38
CHECK 34.38

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

IDENTIFICATION REFERENCE 92166.

MAR 13 1 39 PM '92

DAVIDSON COUNTY, TN

03/13/92 01 13:41 0001 6164

No. 510597