INSTALLMENT DEED

This instrument Prepared by Luther E. Cantrell, Jr. P.O. Box 2726 mail Nashville, TN - 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
L. H. Patton 427 Humphreys Street Nashville, TN 37203	SAME	105-07-0 38.00

BOOK 8591 PAGE 981

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00), of which ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), has been paid in cash, the receipt of which is hereby acknowledged; and, the execution of two balloon Installment Deed Notes of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) each, the first note being due July 1, 1992, with interest at the rate of 8-1/2% per annum, and the second balloon note of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) due on November 1, 1992, with interest at the rate of 8-1/2% per annum, and an Installment Deed Note for the remainder THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00), we, **LEWIS H. PATTON** and wife, **VIRGINIA P. PATTON**, have executed an Installment Deed Note in the principal amount of THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00), payable for eleven (11) years from date, in monthly payments of FOUR HUNDRED FIFTY-NINE AND 18/100 DOLLARS ($459.18), which payment includes principal and interest at the rate of eight and one-half percent (8 1/2%) per annum, but does not cover insurance or taxes, which will be paid by **LEWIS H. PATTON** and wife, **VIRGINIA P. PATTON**, and in which the note provides for the payment of attorney's fees in the event of default, and in order to secure the payment of the indebtedness, including the principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, and we, **JAMES THOMAS BRIMM, SR.** and wife, **JO ANN COLBERT BRIMM**, have this day bargained and sold, and do hereby transfer and convey unto the said **LEWIS H. PATTON** and wife, **VIRGINIA P. PATTON**, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 34,000 "

Land in Davidson County, Tennessee, being Lot No. 52 on the plan of Humphreys, Houston and Martin's Addition to South Nashville, of record in Book 36, page 117, Register's Office for said County, and Plan Book 1, page 35, Chancery Court at Nashville, Tennessee.

Said Lot No. 52 fronts 50 feet on the southerly side of Humphreys Street and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to James T. Brimm and wife, Jo Ann Brimm, by Installment Deed from J. W. Blanks and wife, Betty E. Blanks, of record in Book 2271, page 550, of the Register's Office of Davidson County, Tennessee.

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $35,000.00.

James Thomas Brimm, Jr.
AFFIANT

Subscribed and sworn to before me, this the 12th day of ~~February~~ April, 1992.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-23-94

This is improved property, known as 427 Humphreys Street, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said **LEWIS H. PATTON** and wife, **VIRGINIA P. PATTON**, 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 our heirs and representatives, to warrant and forever defend the title to said

real estate to said **LEWIS H. PATTON** and wife, **VIRGINIA P. PATTON**, 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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said **LEWIS H. PATTON** and wife, **VIRGINIA P. PATTON**, hereinafter referred to as trustors, hereby transfer and convey unto **LUTHER E. CANTRELL, JR.**, 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 THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00), 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.

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 shall 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 or holder 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 eight and one-half percent (8 1/2%) interest from the date of payment 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 with 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 equity 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 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 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.

2nd. To the payment of all taxes which may be unpaid on said premises.

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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 so to do, 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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

THE NOTE SECURING THIS INSTALLMENT DEED SHALL NOT BE ASSIGNED OR ASSUMED WITHOUT WRITTEN APPROVAL OF THE HOLDER.

Witness our hands this 1st day of April, 1992, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

James Thomas Brimm, Sr.
JAMES THOMAS BRIMM, SR.

Joann C. Brimm
JO ANN COLBERT BRIMM

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Luther E. Castelli, D a Notary Public in and for said County and State, **JAMES THOMAS BRIMM, SR.** and wife, **JO ANN COLBERT BRIMM**, the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of April, 1992.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-23-94

J 6 2 5 5

IDENTIFICATION

Lewis H Patton
LEWIS H. PATTON

Virginia P. Patton
VIRGINIA P. PATTON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

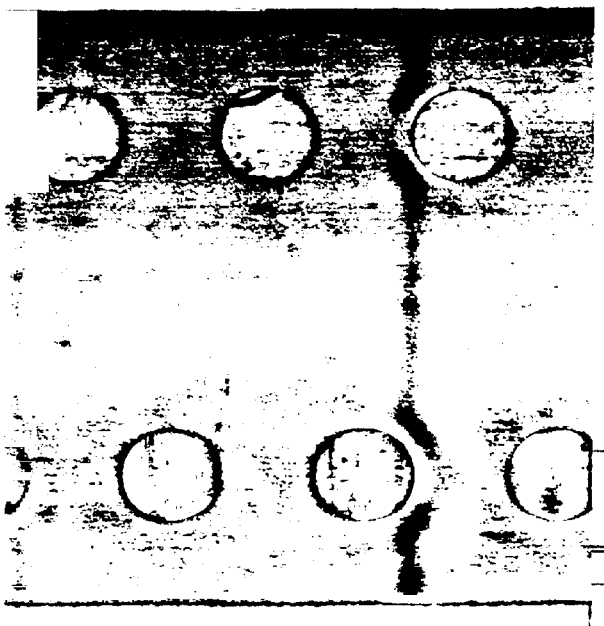
Personally appeared before me, Luther E. Castelli, D a Notary Public in and for said County and State, **LEWIS H. PATTON** and wife, **VIRGINIA P. PATTON**, the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of ~~February~~ April, 1992.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-23-94

01/02/92 01:39PM CHECK 185.30



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	35000.00
			MAMT	34000.00
			CON TX	129.50
			MOR TX	36.80
			PRFEE	1.00
			WDEED	18.00
			TOTAL	185.30
			CHECK	185.30
04/02/92	01	12:58 0001		6626

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

98265

IDENTIFT REFERENCE

APR 2 12 53 PM '92

DAVIDSON COUNTY, TN

No. 517527