THE MAXIMUM INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $43,000.00

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
Greg A. Phillips, et ux	SAME	Map 104-5
(NAME)	(NAME)	
7195 Stringfellow Road		Parc 96
(ADDRESS)	(ADDRESS)	
Nashville, Tennessee 37209		21W-04955
(CITY) (STATE) (P.O.ZIP)	(CITY)(STATE)(ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF FIFTY FIVE THOUSAND AND 00/100 DOLLARS ($55,000.00) OF WHICH TWELVE THOUSAND AND NO/100 ($12,000.00) 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 FORTY THREE THOUSAND AND NO/100 DOLLARS ($43,000.00) PAYABLE TO GRANTORS, Harold E. Collins, and Treva O. Collins, or to the survivor of them, SAID AMOUNT TO BE PAID IN 190 MONTHLY INSTALLMENTS IN THE AMOUNT OF $400.00 EACH, WHICH INCLUDES INTEREST AT THE RATE OF 8 PERCENT PER ANNUM, WITH THE FIRST PAYMENT DUE AND PAYABLE THE 15th DAY OF JUNE, 1992 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, Harold Edward Collins and wife, Treva O. Collins hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto Greg A. Phillips, and wife Karen Phillips, 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:

Land in Davidson County, Tennessee, being Lot No. 26 on the Plan of Hardison and Young's West End Park, as of record in Book 421, page 190, Register's Office for Davidson County, Tennessee.

Said Lot No. 26 fronts 56 feet on the easterly margin of Greenway Avenue and extends back between parallel lines 151 feet to an alley in the rear.

Being the same property conveyed to Harold Edward Collins and wife Treva O. Collins by deed from Gene S. Graham and wife Martha Fentress Graham of record in Book 2451, page 311, said Register's Office.

The above description is the same as in the previous deed of record.

406 North Greenway Avenue Nashville, Tennessee 37209
(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 R.R. Hedgepath, 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 twenty 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 11th day of May, 1992.

Harold Edward Collins — Harold Edward Collins

Treva O. Collins — Treva O. Collins

Greg A. Phillips — Greg A. Phillips

Karen Phillips — Karen Phillips

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is: $55,000.00
Subscribed and sworn to before me, this the 11th day of May, 1992.

Affiant

NOTARY PUBLIC

My commission expires: 9-25-93
(Affix Seal)

JOYCE JORDAN NOTARY PUBLIC DAVIDSON COUNTY

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 Harold Edward Collins, Treva O. Collins, Greg A. Phillips and Karen Phillips, the bargainor(s), 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 11th day of May, 1992.

NOTARY PUBLIC

My commission expires: 9-25-93

JOYCE JORDAN NOTARY PUBLIC DAVIDSON COUNTY

0957 IDENTIFICATION REFERENCE

Mar 12 9 05 AM '92 FELIX Z. WILKINS REGISTER DAVIDSON COUNTY TENN.

PICK-UP

5932 05/12 0101 03CHECK 260.65

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8624 PAGE 91

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

0 9 5 7 5

IDENTIFICATION

MAY 12 9 05 AM '92

FEE

CAMT 55000.00
MAMT 43000.00
CON TX 203.50
MOR TX 47.15
PRFEE 1.00
WDEED 9.00
TOTAL 260.65
CHECK 260.65

RECEIPT IS NOT VALID UNTIL CHECK IS PAID ON BANK

05/12/92 01 09:08 0001 5932

No. 530153