BOOK 8624 PAGE 869

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

JOHN GARNER

TO

WILLIAM J. MCCLAIN, et ux

For draftsman's use

THIS INSTRUMENT PREPARED BY:

Robert E.L. Sutton
Attorney at Law
901 Stahlman Buidling
Nashville, TN 37201
(615) 254-5250

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William J. McClain (NAME)	NO MORTGAGE ESCROW (NAME)	Part of Map 53-16
317 PITTS AVE (STREET ADDRESS OR ROUTE NUMBER)	SEND TAX BILLS TO SAME (STREET ADDRESS)	Part of Parcels 62, & 163
OLD HICKORY TN 37138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

098110

IDENTIF. TREFERENCE

MAY 13 8 55 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

PICK-UP

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 12,000.00 William J. McClain
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF May 1992

Robert E.L. Sutton
Notary Public

MY COMMISSION EXPIRES: 11-26-94

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twelve Thousand ($12,000.00) DOLLARS

of which $ 4,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note in the principal sum of $8,000.00 bearing interest at 7½% per annum, payable to the order of John Garner in monthly installments of $93.93 each, commencing on the 1st day of June, 1992, and continuing monthly until fully paid. Payments include both principal and interest.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

John Garner, unmarried

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

William J. McClain and wife, Rita McClain

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Said tract begins at a point in the northeasterly boundary of Pitts Avenue in the common boundary between the John L. Garner property and the William J. McClain property, thus westerly along the northerly boundary of Pitts Avenue 62 feet to a point, thus northerly 180 feet to a point, thus easterly 62 feet to a point in the common boundary between the John L. Garner and William J. McClain properties, thus southerly along said common boundary line 180 feet to the point of beginning.

Said tract fronts 62 feet on the northerly boundary of Pitts Avenue and runs back between parallel lines 180 feet to a dead line in the rear, measuring 62 feet thereon.

Being a part of the same property conveyed to John H. Garner and wife, Rebecca Garner by deed from John H. Garner and wife, Rebecca Garner and W.A. Derryberry of record in Book 1199, page 504, Register's Office ofr Davidson County, Tennessee, the said Rebecca Garner having since died.

Buyers-Grantees assume 1992 Metro taxes on subject property when assessed.

This is unimproved (X) improved ( ) property, known as Part of Map 53-16; Part of Parcels 62 and 143 City of Lakewood, Davidson County, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 8,000

[redacted]

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 that 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 Robert E.L. Sutton 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 $ adequate 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 grantees, 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 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 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 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 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 grantees 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 12 day of May 19 92

John H Garner
JOHN GARNER

William J. McClain
WILLIAM J. MCCLAIN

Rita McClain
RITA MCCLAIN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ROBERT E, L. SUTTON, a Notary Public in and for said County and State, the within named John Garner, William J. McClain and Rita McClain

the 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 12 day of MAY, 19 92

Robert E L Sutton, Notary Public.

Commission expires 4-26-94.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

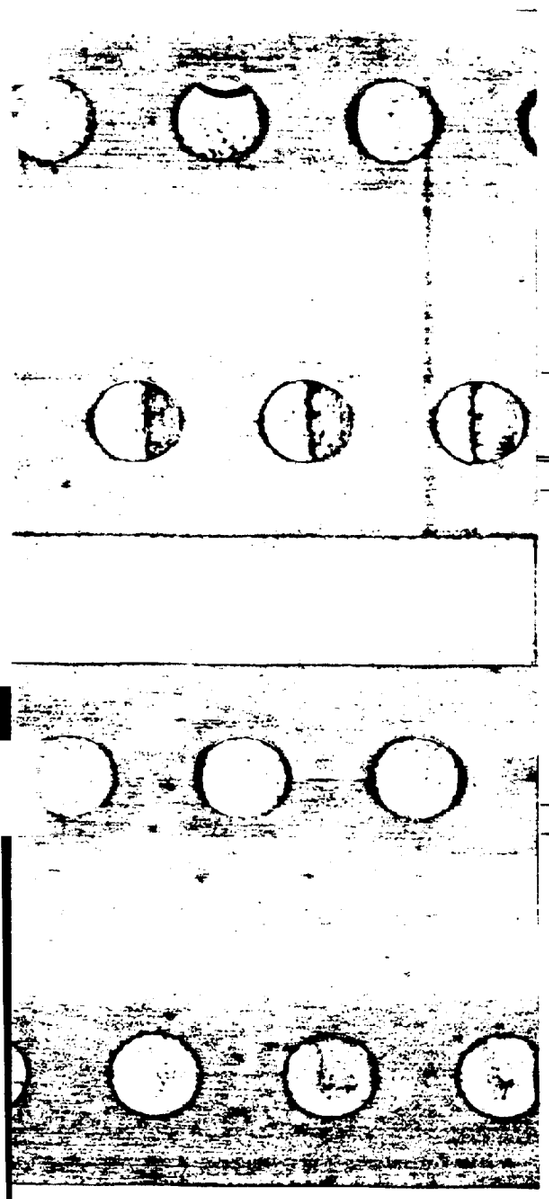
Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I am personally acquainted, and who, upon oath, acknowledged self to be of the , the within named bargainor, a corporation, and that he as such , being authorized so to do, executed the foregoing instrument 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 .

6214 05/13 0101 03CHECK 58.30



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

RECEIVED OF _____

FOR _____

BOOK 8624 PAGE 871

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED
CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE
MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 12000.00
				MAMT 8000.00
				CON TX 4.40
				ERR CO
				CON TX 4.40-
				CON TX 44.40
				MOR TX 6.90
				PRFEE 1.00
				WDEED 6.00
				TOTAL 58.30
				CHECK 58.30

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 6214

098 10

IDENTIF. TREFERENCE

MAY 13 8 55 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 530427