BOOK 8687 PAGE 535

Maximum principal indebtedness for Tennessee recording tax purposes is $89,000.00

THIS INSTRUMENT PREPARED BY:
W. WARNER McNEILLY, III
Suite 300
214 Second Avenue, North
Nashville, Tennessee 37201

SPECIAL INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Paul W. Broome 1704 Lawncrest Drive Nashville, TN 37210	2732 Old Elm Hill Pike Nashville, TN 37214	Map: 3DZ 37710 Par: 94-12 30

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $89,000.00.

Frank Henderson
FRANK HENDERSON

SUBSCRIBED AND SWORN to before me this 28th day of July, 1992.

Connie Jamison
Notary Public

My Commission Expires:

1-23-94

3 1 8 3 5

IDENTIF. REFERENCE

JUL 29 3 49 PM '92
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

PICK-UP

FOR AND IN CONSIDERATION of the sum of Eighty-Nine Thousand and No/100 Dollars ($89,000.00) for which PAUL W. BROOME ("GRANTEE") has (i) paid cash of Eight Thousand Nine Hundred Sixty-Six and Sixteen/100 Dollars ($8,966.16); (ii) assumed the note originally payable to The Galbreath Mortgage Company secured by a deed of trust of record in Book 5230, Page 362, R.O.D.C. and agreed to pay the balance owing of Forty-seven Thousand Thirty-Three and Eighty-Four/100 Dollars ($47,033.84) according to the terms of the Note evidencing said loan, and agreed to perform all the covenants and agreements contained in the Note and Deed of Trust each dated December 2, 1977; (iii) executed a non-interest bearing Installment Deed Note of even date payable to FRANK HENDERSON ("GRANTOR") in the principal amount of Six Thousand and No/100 Dollars ($6,000.00) payable in one installment of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) on February 1, 1993 and one installment of Three Thousand Five Hundred and No/100 Dollars ($3,500.00) on August 1, 1993; and (iv) executed an Installment Deed Note of even date payable to the order of FRANK HENDERSON ("GRANTOR") in the principal sum of Twenty-Seven Thousand and No/100 Dollars ($27,000.00) with interest thereon calculated at the rate of eight and one-fourth percent (8-1/4%) interest per annum payable in two hundred forty (240) consecutive equal monthly installments of principal and interest each in the amount of Two Hundred Thirty and Six/100 Dollars ($230.06) commencing September 1, 1992, and continuing on the first (1st) day of each month thereafter for two hundred thirty-nine (239) additional monthly payments provided; however, that if the GRANTEE should earlier convey any part or all of either his legal or equitable interest in the real estate herein conveyed without the prior consent of GRANTOR, the then entire

balance of the two Installment Deed Notes, including but not limited to principal, interest and all other amounts owing pursuant to the said Notes, shall be at once due and payable.

I, the GRANTOR, have this day bargained and sold, and do hereby transfer and convey unto the said GRANTEE certain real estate in Davidson County, Tennessee, and more particularly described in Exhibit "A" to this Installment Deed.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, forever. I covenant that I am lawfully seized and possess said real estate in fee simple; that I have a good right to convey it; and that the same is unencumbered, except as shown in Exhibit "A".

I further covenant and bind myself, my heirs and representatives, to warrant and to forever defend the title to the said real estate to said GRANTEE, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of the said Installment Notes including any extensions, renewals or modifications thereof and Grantee's assumption of the note including any modifications thereof (collectively "the Indebtedness") and rendering unnecessary Court proceedings for the enforcement of the Indebtedness and the lien which secures it in the event of any default in terms and conditions of the said Indebtedness or this Deed, as hereinafter provided, and for the consideration of One Dollar ($1.00) to me in hand paid, I, the said GRANTEE, herein do hereby transfer and convey unto W. WARNER McNEILLY, III, TRUSTEE, his successors and assigns, the realty described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. I, the said GRANTEE, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against fire, flood, wind or other casualty by some reliable insurance company or companies for the maximum insurable value until the said Indebtedness is fully satisfied to cause the said TRUSTEE, as his interest may appear, and under the Deed of Trust of record in Book 5230, page 362 to be named as the loss payees on all such insurance policies, and, on demand, to furnish to the GRANTOR or the TRUSTEE proof of such insurance and payment of premiums. I further agree to keep the improvements on the said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case I fail to timely pay such insurance premiums, taxes, or assessments, then the said TRUSTEE, or the lawful owner and holder of said Installment Notes, 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 at the maximum legal rate of interest. Now, if I, the said GRANTEE, shall pay taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. But if I default in the making of any payment pursuant to the Indebtedness, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided, I fail to reimburse the TRUSTEE or lawful owner and holder of said Installment Notes for all sums, with interest, so expended by said TRUSTEE, or lawful owner and holder of said Installment Note within thirty (30) days from the 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 Installment Notes, the balance of the Indebtedness 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 (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said county to the highest bidder for cash, at the public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived by GRANTEE; and the said TRUSTEE, or his successor in trust,

is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTOR or the then lawful owner and holder of the said Installment Notes may bid at any sale under this conveyance. I agree that the TRUSTEE may, at any time, after any default in the payment of the Indebtedness enter and take possession of said property, and shall only account for the net rents actually received by him. I 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 immediately entitled to immediate possession thereof upon the delivery to him by the TRUSTEE of a deed for said property. In case of a sale hereunder the proceeds will be applied by the TRUSTEE as follows:

(1) To the payment of the Promissory Note dated December 12, 1977 in the principal amount of $59,300.00 secured by the Deed of Trust of record in Book 5230, page 362, Register's Office for Davidson County, Tennessee; (2) to the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien note or as herein provided; also reasonable attorney's fees for advice in the premises, or for this conveyance, or the enforcement of said lien; also the expenses of any such litigation; but excluding the expense of ejecting persons from the realty in order to retake it; (3) to the payment of all taxes which may be unpaid on said premises; (4) to the payment of the unpaid balance of the Installment Notes herein secured, including principal and interest, and any and all sums expended in the protection of said property, as herein authorized; (5) the residue, if any, will be paid to such parties as are legally entitled to it.

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 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.

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.

Any act, failure to act or failure to enforce any condition of this Deed or the said Installment Note by the TRUSTEE, the GRANTOR, or the lawful owner and holder of the Installment Note, shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 28 day of July, 1992.

GRANTOR: Frank Henderson
FRANK HENDERSON

GRANTEE: Paul W. Broome
PAUL W. BROOME

TRUSTEE:
W. WARNER McNEILLY, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Connie Tomlinson, a Notary Public, FRANK HENDERSON, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of July, 1992.

Connie Tomlinson
Notary Public

My Commission Expires:
1-23-94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Connie Tomlinson, a Notary Public, PAUL W. BROOME, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of July, 1992.

Connie Tomlinson
Notary Public

My Commission Expires:
1-23-94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Connie Tomlinson, a Notary Public, W. WARNER McNEILLY, III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of July, 1992.

Connie Tomlinson
Notary Public

My Commission Expires:
1-23-94

BOOK 8687 PAGE 539

ATTACHMENT TO SPECIAL INSTALLMENT DEED

RITA H. HENDERSON joins in this conveyance for the sole purpose of conveying any rights she may have as the spouse of FRANK HENDERSON.

WITNESS my hand this 28th day of July, 1992.

GRANTOR: Rita H. Henderson
RITA H. HENDERSON

PAMELA KAYE SMITH NOTARY PUBLIC COFFEE CO., TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Pamela Kaye Smith, a Notary Public, RITA H. HENDERSON, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of July, 1992.

Pamela Kaye Smith
Notary Public

My Commission Expires:

March 23 1996

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 35 on the Plan of Clover Nook Subdivision, a plat which is of record in Book 2900, pages 51 and 52, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description.

Being the same property conveyed to Frank Henderson, single, by deed from Gary W. Stanley and wife, Lillian G. Stanley, of record in Book 5681, page 135, Register's Office for Davidson County, Tennessee.

Said property is subject to:

1. Deed of Trust executed by Gary W. Stanley and wife, Lillian G. Stanley, to Ronald E. Gray, Trustee, dated December 2, 1977, and recorded in Book 5230, page 362, Register's Office of Davidson County, Tennessee.

2. Taxes for 1992: A lien, but not yet due or payable.

3. Restrictive Covenants contained in an instrument of record in Book 2994, page 126, Register's Office for Davidson County, Tennessee.

4. All matters shown on the Plan of record in Book 2900, pages 51 and 52, in said Register's Office.

5. Right of Way Easement of record in Book 4947, page 507, in said Register's Office.

6. Sanitary sewers and/or storm drainage easment of record in Book 6407, page 303, in said Register's Office.

0359 07/29 0101 03CHECK 454.35

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 8687 PAGE 631

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 89000.00
MAMT 89000.00
CON TX 329.30
MOR TX 100.05
PRFEE 1.00
WDEED 24.00
TOTAL 454.35
CHECK 454.35

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/29/92 01 15:49 0001 0359

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

JUL 29 3 49 PM '92

IDENTIF. REFERENCE

31835

No. 555027