This instrument was prepared by: Gail Pigg, Attorney
219 Second Avenue, North
First Floor Suite
Nashville, TN 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
S. Carolyn Barnes	Same	MAP 142-06-0-A
(NAME) 247 Creekside Meadows Condo. 810 Bellevue Road	(NAME)	PARCEL 247.00 CO
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37221	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty-One Thousand Eight Hundred and 00/100 ----------($41,800.00)---------- *Dollars,*

of which Nine Hundred and 00/100 ($900.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty Thousand Nine Hundred and 00/100 ----------($40,900.00)---------- *Dollars,*

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S. Carolyn Barnes *has executed*

her promissory note of even date herewith, bearing interest at 9 3/4% per annum and payable in equal monthly installments of $351.41, with the first such payment due October 1, 1992, and a like amount due on the 1st day of each succeeding month; provided, however, the entire principal balance and all accrued interest shall be due on or before September 1, 2002 RC S. C.

A penalty of $35.14 of the monthly note payment shall be paid to holder for any payment more than ten days past due and a penalty of $52.71 of the monthly note payment shall be paid for payments twenty days or more past due, provided, however, acceptance of such penalty shall not constitute a waiver by maker of the right to accelerate for default.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Roger Church and wife, Sara Church,

have this day bargained and sold, and do hereby transfer and convey unto the said S. Carolyn Barnes

her *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being land in Davidson County known as Building No. 41, Unit 247, and Garage No. 4 on the Plan of Peppertree, Creekside Meadows Condominiums of record in Book 4675, page 128 through 130, Register's Office for Davidson County, Tennessee together with all fixtures, appliances, wall coverings, carpets or other improvements therein and the undivided interest in the common elements appurtenant thereto, all being more particularly described in the Master Deed and By-Laws of record in Book 4834, page 257 through 312, as amended in Book 4984, page 174, Book 5045, page 800, Book 5086, page 80, and Book 5259, page 5, Register's Office for Davidson County, and the Charter of Creekside Meadows Association, Inc., of record in Book 4836, page 610, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Roger Church by TRUSTEE'S DEED from Gail Pigg, Trustee of record in Book 8700, page 966, Register's Office for Davidson County, Tennessee.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 40,900.00.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 41,800.00

Subscribed and sworn to before me, this the 31st day of August, 19 92

S. Carolyn Barnes
Affiant

Gail Pigg
Notary Public

My commission expires: 7/27/96
(Affix Seal)

GAIL PIGG NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE LARGE STATE

Failure to keep the property in good repair and maintenance; failure to keep the property insured as herein provided, and to furnish holder a paid receipt and certificate of coverage at least annually; failure to pay taxes or assessments when due; failure to pay any installment when due, and failure to pay maintenance fees required by the Homeowners Association, will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable. In the event holder must pay any assessments, taxes, maintenance fees, repairs or insurance premiums to protect their interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note. The making of any payment by the holder on behalf of the grantee shall not constitute a waiver of holder's right to accelerate hereunder. Grantee shall not be liable for any Homeowners Association maintenance fees due prior to September 1, 1992 but shall be fully liable for all such fees thereafter.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

Grantee herein acknowledges that this property is subject to the covenants and restrictions set forth in the Master Deed and By-Laws of record in Book 4834, page 257 through 312, as amended in Book 4984, page 174, Book 5045, page 800, Book 5086, page 80, and Book 5259, page 5, Register's Office for Davidson County, Tennessee, and the Charter of Creekside Meadows Association, Inc., of record in Book 4836, page 610, said Register's Office. Grantee agrees to abide by the rules and regulations of the Master Deed and By-laws and to pay all maintenance fees when due. Failure to abide by the rules and regulations and to pay said maintenance fees when due shall constitute a default in the terms of this document.

It is expressly understood that in accepting this conveyance, the Grantee herein accepts the property and improvements located therein in the existing condition ("as is") and Grantor makes no representations or warranties respecting the condition of the property.

This is unimproved ( ) improved (X) property, known as Unit 247 Peppertree Creekside Meadows Condominiums (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said S. Carolyn Barnes her *(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.*; except for 1992 taxes; Plan of record in Book 4675, page 128-130; Covenants and Restrictions in Master Deed and By-Laws of record in Book 4834, page 257-312, amended in Book 4984, page 174, Book 5045, page 800, Book 5086, page 80 and Book 5259, page 5; Charter of record in Book 4836, page 610; Register's Office for Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* S. Carolyn Barnes her *(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 S. Carolyn Barnes and husband, Kevin J. McNamara *hereinafter referred to as trustors, hereby transfer and convey unto* Emily G. Brawner, *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 $ 40,900.00 *, 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, maintenance fees when due, all *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 12% percent 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:

The statutory right of redemption is expressly waived.

The statutory right of redemption is expressly waived.

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.

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.

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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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 31st day of August, 19 92.

S. Carolyn Barnes

S. Carolyn Barnes

Kevin J. McNamara

Kevin J. McNamara

Roger Church

Roger Church

Sara Church

Sara Church

4146.

IDENTIFICATION REFERENCE

SEP 1 10 11 AM '92

DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, S. Carolyn Barnes and husband, Kevin J. McNamara

the within named bargainors, 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 31st day of August, 19 92

Notary Public

GAIL PIGG NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 7/27/96

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Roger Church and wife, Sara Church

the within named bargainors, 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 31st *day of* August, *19* 92

Gail Pig
Notary Public

Commission expires 7/27/96

GAIL PIG NOTARY PUBLIC DAVIDSON COUNTY STATE OF TENNESSEE

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 .....

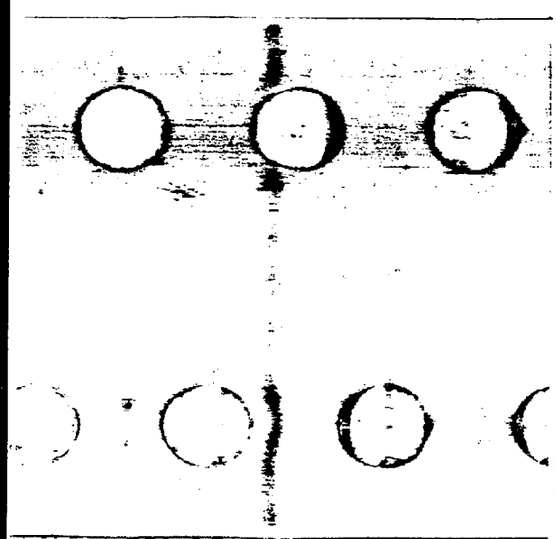
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INSTALLMENT DEED

FROM
Roger Church and wife,
Sara Church
TO
S. Carolyn Barnes

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

216.40 07/02 0101 03CHECK



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

RECEIVED OF _____

FOR _____

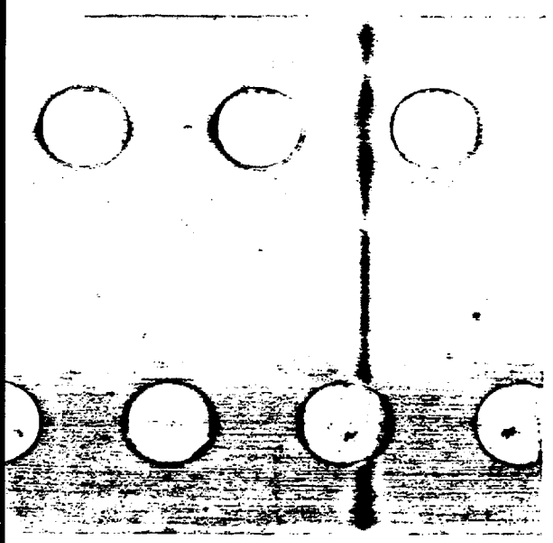
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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 41800.00
				MAMT 40900.00
				MOR TX 154644.74
				PRFEE 1.00
				WDEED 16.00
				VOID
				MOR TX 154644.74-
				MOR TX 154.66
				CANCEL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/01/92 01 10:14 0001 1945



4146.6.

IDENTIFICATION REFERENCE

SEP 1 10 11 AM '92

FELIX Z. WILSON II REG. OF DEEDS
DAVIDSON COUNTY, TN

CAMT 41800.00
MAMT 40900.00
CON TX 154.66
MOR TX 44.74
PRFEE 1.00
WDEED 16.00
TOTAL 216.40

No. 565648

09/01/92 01 10:14 0001 1946