THIS INSTRUMENT PREPARED BY:
HAYNES, WALKER & FREEMAN
P. O. Box 527
140 North Main Street
Goodlettsville, Tennessee 37070

Mail

INSTALLMENT DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers
Jerry L. Brown, et ux	Same	Map 41-12
(Name)	(Name)	
1021 Westchester Drive		Parcel 124
(Street Address or Route Number)	(Street Address)	
Madison, Tennessee 37115		
(City) (State) (Zip)	(City) (State) (Zip)	

FOR AND IN CONSIDERATION of the sum of FORTY-FIVE THOUSAND and no/100 ($45,000.00) DOLLARS, of which JERRY L. BROWN and wife, KAREN R. BROWN, have executed a note of even date herewith for the principal sum of Forty-Five Thousand and no/100 ($45,000.00) Dollars, payable at Four Hundred Four and 47/100 ($404.47) Dollars on the first day of each month for a total of one hundred seventy-nine (179) months and a final payment of Four Hundred Five and 35/100 ($405.35) Dollars, said payments to include interest at 7.0% per annum, ROBERT R. BROWN and wife, ROMONA CHRISTINE WALLS BROWN, have this day bargained and sold, and do hereby transfer and convey unto the said JERRY L. BROWN and wife, KAREN R. BROWN, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> A tract of land in Davidson County, Tennessee, being Lot No. 138 on the Plan of Kemper Heights Subdivision, Section 1, of record in book 2331, pages 65 and 66, Register's Office for said County.
>
> Said lot No. 138 fronts 75 feet on the southerly side of Westchester Drive and extends back between lines 237.3 feet on the westerly side and 254.8 feet on the easterly side to a dead line in the rear, on which it measures 76.6 feet.
>
> Being the same property conveyed to Robert R. Brown and wife, Romona Christine Walls Brown, by deed from Lewis Parrish and wife, Betty J. Parrish, of record in Book 4453, Page 960, Register's Office for Davidson County, Tennessee.

Maximum principal indebtedness for Tennessee recording tax purposes is $45,000.00.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is $45,000.00.
Subscribed and sworn to before me this 25th day of January, 1993. Affiant
My Commission Expires: 07-27-96
(Affix Seal) Notary Public

This is improved property located at 1021 Westchester Drive, Madison, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the Grantees, 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, except as noted herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 Jerry L. Brown and wife, Karen R. Brown, hereinafter referred to as trustors, hereby transfers and conveys unto Joe M. Haynes, 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 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 posession 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 seven (7%) 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:

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.

4th. The residue, if any, will be paid to trustors, its 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 paties both singular and plural.

Witness my hand this 25th day of January 1993.

Robert R. Brown
ROBERT R. BROWN

Jerry L. Brown
JERRY L. BROWN

Romona Christine Walls Brown
ROMONA CHRISTINE WALLS BROWN

Karen R. Brown
KAREN R. BROWN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Judy Callis, a Notary Public in and for said County and State, ROBERT R. BROWN, and wife, ROMONA CHRISTINE WALLS BROWN, the within named bargainors, with whom I am personally acquainted, and who acknowleged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee, this the 25th day of January, 1993.

Judy Callis
NOTARY PUBLIC

My Commission Expires: 7-27-96

JUDY CALLIS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Judy Callis, a Notary Public in and for said County and State, JERRY L. BROWN, and wife, KAREN R. BROWN, the within named bargainors, with whom I am personally acquainted, and who acknowleged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee, this the 25th day of January, 1993.

Judy Callis
NOTARY PUBLIC

My Commission Expires: 7-27-96

JUDY CALLIS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

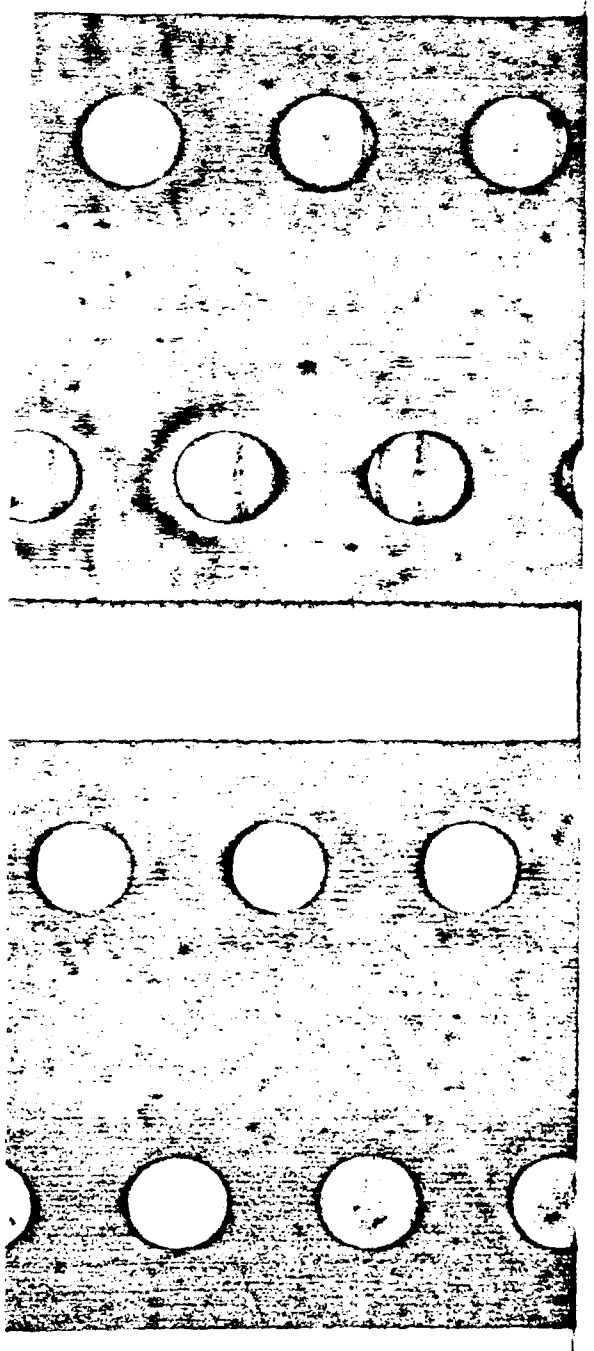
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IDENTIFICATION REFERENCE

JAN 28 8 43 AM '93

CLIFF Z. WILSON III REGISTER
DAVIDSON COUNTY, TN



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8850 PAGE 206

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	45000.00
MAMT	45000.00
CON TX	166.50
MOR TX	49.45
PRFEE	1.00
WDEED	16.00
TOTAL	232.95
CHECK	232.95

01/28/93 01 08:42 0001 0440

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8 6 7 5 0

IDENTIFICATION REFERENCE

JAN 28 8 43 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 615142