THIS INSTRUMENT PREPARED BY:
Andrei Ellen Lee, Attorney at Law
Suite 101, 430 Third Ave. N.
Nashville, TN 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
George & Cheven Herring	Same	92-10
(NAME)	(NAME)	
6370 Midsummer Way		Parcelf 94
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Memphis, TN. 38115		
(CITY) (P. O. BOX) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 8870 PAGE 569

FOR AND IN CONSIDERATION of the sum of Ten Thousand ($10,000.00) Dollars,

of which Four ($4.00) Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and the remainder Nine Thousand, Nine Hundred and ninety six ($9,996.00) interest free Dollars, in 120 monthly installments of eighty-three dollars and thirty cents ($83.30), Raymond Duncan has entered an agreement for the sell of said real property commonly known as 2808 Torbett Street, Nashville, TN. 37209. Said payments to be deposited to Sellers account (Nations Bank-Account #11242802) on the 1st day of each month after the date of deed until paid in full.

and for making full payment of all sums due under the terms of this conveyance, principal, interest and all sums due as liens or expenses thereon, we have bargained and sold, and by these presents do bargain, sell, convey and confirm unto the said Raymond L. Duncan

heirs and assigns, the following described real estate in Davidson County, Tennessee, to-wit:

BEING Lot No 52 on the Plan of T.H. Stager's Clifton Pike Subdivision of the Barrow Place, as of record in Book 421, page 112, Register's Office for Davidson County, Tennessee.

BEING Lot No 52 front 40 feet each on the northerly side of West Hill Street, formerly Torbett Avenue and extend back between parallel lines 125 feet to an alley.

BEING the same property conveyed to James E. Duncan, now deceased and wife Mrs. Verneda Duncan, by deed, from Mrs. Bennie Turner, of record in Book 1495, page 71, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Raymond L. Duncan by deed from Verneda Duncan, a widow, of record in Book 6789, page 459, Register's Office for Davidson County, Tennessee

RECORDER'S NOTE
LEGIBILITY OF WRITING, TYPING OR PRINTING ON THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 9996.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transaction is $10,000.00

Subscribed and sworn to before me this 2 day of Raymond L. Duncan
Deputy 24, 1993
Andrei Ellen Lee
Notary Public

This property is known as 2808 Torbett Street Nashville, TN.

Raymond L. Duncan (unmarried)

Name and complete mailing address of grantee(s) shall be as follows: He shall be

He his

George and Cheven Herring, their

Name and complete mailing address of owner(s) to whom all property tax notices shall be sent shall be as follows:

Raymond L. Duncan

Andrei Ellen Lee

Transfer and recordation taxes in the amount of $10,000.00 are to be paid by the grantee.

Trustee further agrees to pay all taxes and assessments thereon, general or special, and to pay the same when due, and, upon demand of said trustee or the loan fee owner and holder of said indebtedness, to pay, discharge, or remove any and all liens which he has or may hereafter place against said property and which shall unfavorably 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 loan fee 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 protect 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 trustee upon demand of the trustee or loan fee owner and holder of said indebtedness, and, upon failure to do any of these things, then said trustee or the loan fee owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness as herein defined.

Now, if trustee shall pay the indebtedness aforesaid as herein due according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other items as herein covenanted, 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 items as herein provided, trustee fail to reimburse the trustee, or loan fee owner and holder of said indebtedness for all sums as the interest so expended, the said trustee or the loan fee 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 loan fee owner and holder of said indebtedness there upon due and unpaid, all remaining unpaid indebtedness and encumbrances thereon shall become due and payable at once, without notice, and the said trustee or his successor in trust is hereby authorized and empowered, upon five (5) days notice given by three publications in any newspaper then in general circulation, published in Davidson County, Tennessee, to sell said property at the front door of the County Court House in said County, to the highest bidder for cash, at public outcry, free from equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights of every kind, as to all of which rights are hereby expressly waived, and the said trustee, or his successor in trust is authorized and empowered to execute and deliver to the purchaser a deed to the property sold. The proceeds of said sale under this trust conveyance, the trustee shall, at once after default in the payment of any of said indebtedness, enter and take possession of said property, and shall sell the same as above provided, but the said trustee is further empowered, in the event the trustee shall, before selling said property, as herein provided, to enter and take possession thereof, the said trustee shall be entitled to enter such possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds shall be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and taking and keeping said property as herein provided, also reasonable attorney's fees for such acts or on the premises of for maintaining or defending any litigation in which suit or action of the execution of this conveyance or the enforcement of said lien, also the expenses of such litigation.

2nd. To the payment of all taxes which may be unpaid on said property.

3rd. To the payment of all unpaid indebtedness hereby secured, and any and all sums expended on the protection of said property, as herein authorized.

4th. The residue of same, to all the parties entitled, as their respective rights may appear.

In case of the death, absence or inability, or refusal to act of said trustee at any time when it shall be his duty to execute the foregoing power, then the said trustee, or his successor in trust, may be appointed by the loan fee owner and holder of said indebtedness, or representative thereof, by writing, the act of the said appointing party being sufficient evidence thereof, and without notice to the said trustee, or his successor in trust, and without the necessity of any action or proceeding before any court, and such appointment may be made either before or after the sale, and without conveyance to the said trustee, the title hereby conveyed to the above named trustee shall be vested in said successor.

The word "Trustee" as here used herein shall apply to parties hereto singular and plural.

Witness my hand this 24th day of July, 1993.

Raymond L. Duncan

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 Raymond L. Duncan

the bargainor with whom personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tn on this the 24th day of July, 1993.

My commission expires 7-24-93

STATE OF TENNESSEE
COUNTY OF

Before me, a Notary Public of the State and County aforesaid, personally appeared with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in on this the day of

My commission expires

PICKUP

FEE 22.00 MTG TAX 0.00 TOTAL 22.00

REFERENCE

94 4 3 5

INSTALLMENT DEED

FROM
RAYMOND L. DUNCAN

TO

GEORGE AND CHEVER HERRING

Prepared by
Three Title Insurance Company
[illegible]
[illegible]
[illegible]

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

RECEIVED OF _____

FOR _____

BOOK 8870 PAGE 511

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
			CNVT	10000.00
			MORT	9995.00
			CON TX	37.00
			MOR TX	9.20
			PRFEE	1.00
			MBEED	8.00
			TOTAL	55.20
			CHECK	55.20

22 FEB 99 01 14:30 0001 5941

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

94435

IDENTIFICATION REFERENCE

Feb 22 2 01 PM '99

No. 823363