BOOK 9047 PAGE 338

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

MARY C. CURRY

TO

KELLY LAMONT HOLMES

For draftsman's use

This instrument prepared by:
George H. Cate, Jr.
CATE & SETZER, ATTORNEYS
1101 Stahlman Building
Nashville, TN 37201
615/255-0354

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kelly Lamont Holmes (NAME)	Same (NAME)	Map 81-15
1420 Huffine Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 217
Nashville, TN 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

93 AUG 13 PM 2:45
FILED FOR RECORD
REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 28,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF August, 19 93.

Notary Public

MY COMMISSION EXPIRES: 11-20-96

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

52034

IDENTIF. & REFERENCE

FOR AND IN CONSIDERATION OF the sum of TWENTY-EIGHT THOUSAND DOLLARS of which $ 1,000.00 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 given a Promissory Note in the principal sum of $27,000.00, payable in monthly installments of $200.00 each for 60 months, followed by a final payment of $15,000.00 on the 13th day of September, 1998. The said note is payable to Mary C. Curry and draws no interest unless a payment becomes 60 days in default, in which event the holder of the note may declare the entire balance due, after which the balance will draw interest at the legal rate payable on judgments in the State of Tennessee. The said note provides *

The maximum principal indebtedness secured by this instrument for Tennessee Recording tax purposes is $27,000.00.

~~NOW~~ 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,

I, MARY C. CURRY, aka MARY QUINN, aka MARY QUINN CURRY, unmarried

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

KELLY LAMONT HOLMES

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

Land in Davidson County, Tennessee, being the westerly part of the easterly part of Lot no. 411 on the Plan of McGavock,Wetmore & Other's 2nd Addition, called the Addition to the Town of McGavock, as of record in Book 21, page 41, Register's Office for said County, and described according to a survey by Erle Drake, Surveyor, July 19, 1934, as follows:

Beginning on the northerly margin of Underwood Street, at a point 228.5 feet west of the westerly margin of the first alley west of 17th Avenue North; thence with the northerly margin of Underwood Street westerly 35 feet; thence northwardly 108 feet to the southerly margin of Cockrill Street; thence with the same easterly 33-1/3 feet to a point, 216-2/3 feet west of the westerly margin of said alley; thence southwardly 117.5 feet to the beginning.

Being the same property conveyed to Mary Quinn, aka Mary Quinn Curry, aka Mary C. Curry by deed from John H. Tisdale and wife Mary Tisdale of record in Book 2094, page 466, and by quitclaim deed from John A. Cosby of record in Book 7303, page 649, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1720 Underwood Street, Nashville, TN 37208
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 George H. Cate, Jr. 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 $ Insurable value 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 13th day of August 19 93.

Mary C. Curry Kelly L Holmes

MARY C. CURRY (aka MARY QUINN, aka MARY QUINN CURRY)

KELLY LAMONT HOLMES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me CHRISTINA L. NEELEY, a Notary Public in and for said County and State, the within named MARY C. CURRY, aka MARY QUINN, aka MARY QUINN CURRY AND KELLY LAMONT HOLMES the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 13th day of August 1993.

Christina L Neeley Notary Public

CHRISTINA L. NEELEY NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 11-20-96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

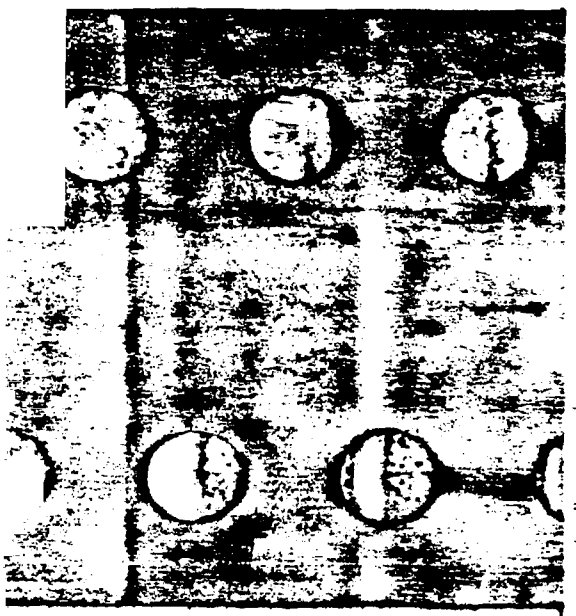
Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, 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 _____.

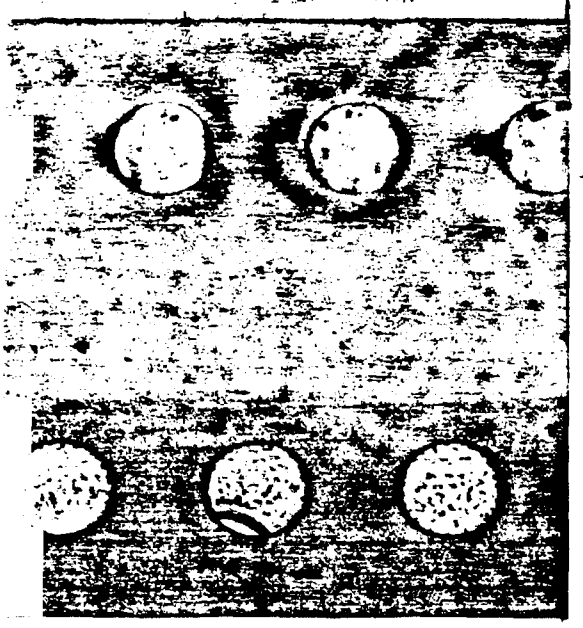
Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

8728 08/13 0101 03CHECK 141.35





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9047 PAGE 310

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 28000.00
				MAMT 27000.00
				CON TX 103.60
				MOR TX 28.75
				PRFEE 1.00
				WDEED 8.00
				TOTAL 141.35
				CHECK 141.35

08/13/93 01 14:47 0001 9728

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

52034

IDENTIF. ↑ REFERENCE

93 AUG 13 PM 2:46

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 686072