THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR RECORDING TAX PURPOSES IS $89,910.00

This Instrument Prepared By:
THOMAS L BOTTORFF, Attorney
5110 Maryland Way, Suite 200
Brentwood, Tennessee 37027

BOOK 9073 PAGE 266

INSTALLMENT DEED

Address New Owner:	Send Tax Bills to:	Map/Parcel:
Christopher J. Bailey, et ux 2805 22nd Ave., South Nashville, TN 37215	Owner	Map 117-2 Parcel 185

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $99,900.00.

Christopher Bailey
Affiant

Sworn to and subscribed before me this 3rd day of SEPTEMBER, 1993.

Notary Public

My Commission Expires:
March 12, 1994

NOTARY PUBLIC AT LARGE — STATE OF TENNESSEE

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FOR AND IN CONSIDERATION of the sum of NINETY-NINE THOUSAND NINE HUNDRED AND NO/100 Dollars ($99,900.00) of which NINE THOUSAND NINE HUNDRED NINETY AND NO/100 Dollars ($9,990.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining EIGHTY-NINE THOUSAND NINE HUNDRED TEN AND NO/100 DOLLARS ($89,910.00), **CHRISTOPHER J. BAILEY and wife, LAURA I. BAILEY,** the Grantees herein, have executed an Installment Deed Note payable to **ROSA NELL COOK,** the Grantor herein, in said amount, of even date herewith, due and payable according to its terms and assumable only upon permission of the holder thereof, and to secure the payment of said indebtedness, including but not limited to, principal, interest, and cost of collection thereof, including attorney fees, a lien is expressly retained on the real property herein conveyed; AND NOW, THEREFORE, **ROSA NELL COOK, the Grantor herein,** has this day bargained and sold, and does hereby transfer and convey unto the said **CHRISTOPHER J. BAILEY and wife, LAURA I. BAILEY,** their heirs and assigns, the Grantees herein, certain real property located in Davidson County, Tennessee, described as follows:

A certain tract or parcel of real property located in Davidson County, Tennessee, more particularly described as follows:

Being Lot No. 27 of Block 3 on the Plan of W. V. Davidson's Hillsboro Highland, as of record in Book 843, page 23, Register's Office for said Davidson County.

Said Lot 27 is more particularly described as:
BEGINNING at an iron pin set in the westerly margin of 22nd Avenue, South, being the northeast corner of said Lot No. 27 and the southeast corner of Lot No. 26;

THENCE, with the westerly margin of said 22nd Avenue South, South 8 deg. 17 min. 34 sec. West 68.00 ft. to an iron pin set in the southwest corner of said Lot No. 27, being the northeast corner of Lot No. 28;
THENCE, with the northerly line of said Lot No. 28, North 81 deg. 41 min. 24 sec. West 164.54 ft to an iron pin set in the southwest corner of said Lot No. 27, being the northwest corner of Lot No. 28 and the southeast corner of Lot No. 18;
THENCE, with the easterly line of said Lot No. 18, North 8 deg. 09 min. 19 sec. East 68.03 ft. to an iron pin set in the northwest corner of Lot No. 27, being the southeast corner of Lot No. 19 and the southwest corner of Lot No. 26;
THENCE, with the southerly line of said Lot No. 26 South 81 deg. 40 min. 54 sec. East 164.70 ft to the point of beginning and containing 11,197 sq. feet or 0.257 acres according to a survey by Ragen-Smith-Associates, Inc. by John O. Spry, R.L.S. #727 dated July 21, 1993.

Being part of the same property conveyed to Rosa Nell Cook by Deed from Harry Jordan and wife Ida France Jordan, and Rosie Warren Jordan, a widow, of record in Book 954, page 551, Register's Office, Davidson County, Tennessee.

EASEMENT FOR WOODEN GARAGE

Grantor, the fee simple owner of the southerly portion of the adjoining Lot No. 26 of Block 3 on the Plan of W. V. Davidson's Hillsboro Highland of record in Book 893, page 23, Register's Office, Davidson County, Tennessee, also grants and conveys unto Grantees an easement for that portion of a wooden garage which presently exists primarily on Lot No. 27 to the extent that said wooden garage encroaches on Lot No. 26, including the overhang of the existing roof of said wooden garage, said encroachment easement being approximately one foot over onto said Lot No. 26 under the area occupied by said wooden garage; as depicted on Exhibit A attached hereto and incorporated herein for location purposes only; and further provided, however, said easement shall automatically terminate and be extinguished upon the removal, or substantial reconstruction of said wooden garage; however, Grantees shall have the right to maintain and repair said garage, such as replacement of garage doors, installation of concrete floor on Lot 27 only, and painting or replacement of the boards in the wall of said garage; and further provided said easement shall not include the right to construct or install any additional structure or improvements within the area of said easement. Grantees shall have the right to come upon Lot 26 in the area around the said garage for the purpose of performing such maintenance and repairs.

This is improved property known as 2805 22nd Avenue, South, Nashville, TN 37215.

This conveyance is made subject to:

1. Real property taxes for 1993.
2. Existing easements.
3. Applicable zoning and building ordinances and regulations
4. All matters showing on the Plan of Record in Book 843, page 23, Register's Office, Davidson County, Tennessee.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs, successors and assigns forever. Grantor covenants that Grantor is lawfully seized and possessed of said real property in fee simple, has a good right to convey it, and that the same is unencumbered except for those matters hereinabove stated.

Grantor further covenants and bind herself, her heirs, successors and assigns, to warrant and forever defend the title to said real property to said Grantees, their heirs, successors and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of the aforesaid lien and 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 become due, and for and in consideration of ten dollars paid in cash, receipt of which is acknowledged, and other good and valuable consideration, the said **CHRISTOPHER J. BAILEY and wife, LAURA I. BAILEY,** hereinafter referred to as Trustors, hereby transfer

and convey unto THOMAS L BOTTORFF of Williamson County, Tennessee, Trustee, his successors and assigns, the real property hereinbefore described, with the appurtenances, estate, title and interest thereto belonging to the said Trustors upon the following uses and trusts:

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in a reliable fire insurance company, or companies, for 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 regarding said real property, 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 possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, to pay all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, 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 set forth herein. (The amounts so incurred shall bear interest at the rate of TEN percent (10%) from the due date of payment and shall be and become a part of the indebtedness secured hereby.) Trustors and Grantor further agree that the entire unpaid principal and interest shall be due and payable in full upon the sale, conveyance, or other alienation of the aforesaid real property or any part or interest therein.

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 when due 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 such sums with interest, so expended by said Trustee, or the lawful owner and holder of said indebtedness, within thirty (30) days from date of such demand for 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 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 (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 public outcry, free from the equity of redemption, all statutory rights 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, or his successor in trust, 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, 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, we have affixed our signatures this 3rd day of SEPTEMBER, 1993.

GRANTOR:

Rosa Nell Cook
Rosa Nell Cook
By: Dorothy C. Leek
Dorothy C. Leek, Attorney-in-Fact
Attorney-in-Fact

GRANTEES/TRUSTORS:

Christopher J. Bailey

Laura I. Bailey

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, DOROTHY C. LEEK, as attorney-in-fact for ROSA NELL COOK who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 3rd day of SEPTEMBER, 1993.

My Commission Expires:

March 12, 1994

Notary Public

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, CHRISTOPHER J. BAILEY and wife, LAURA I. BAILEY, who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 3rd day of SEPTEMBER, 1993.

My Commission Expires:

March 12, 1994

Notary Public

Book

BOOK 9073 PAGE 210

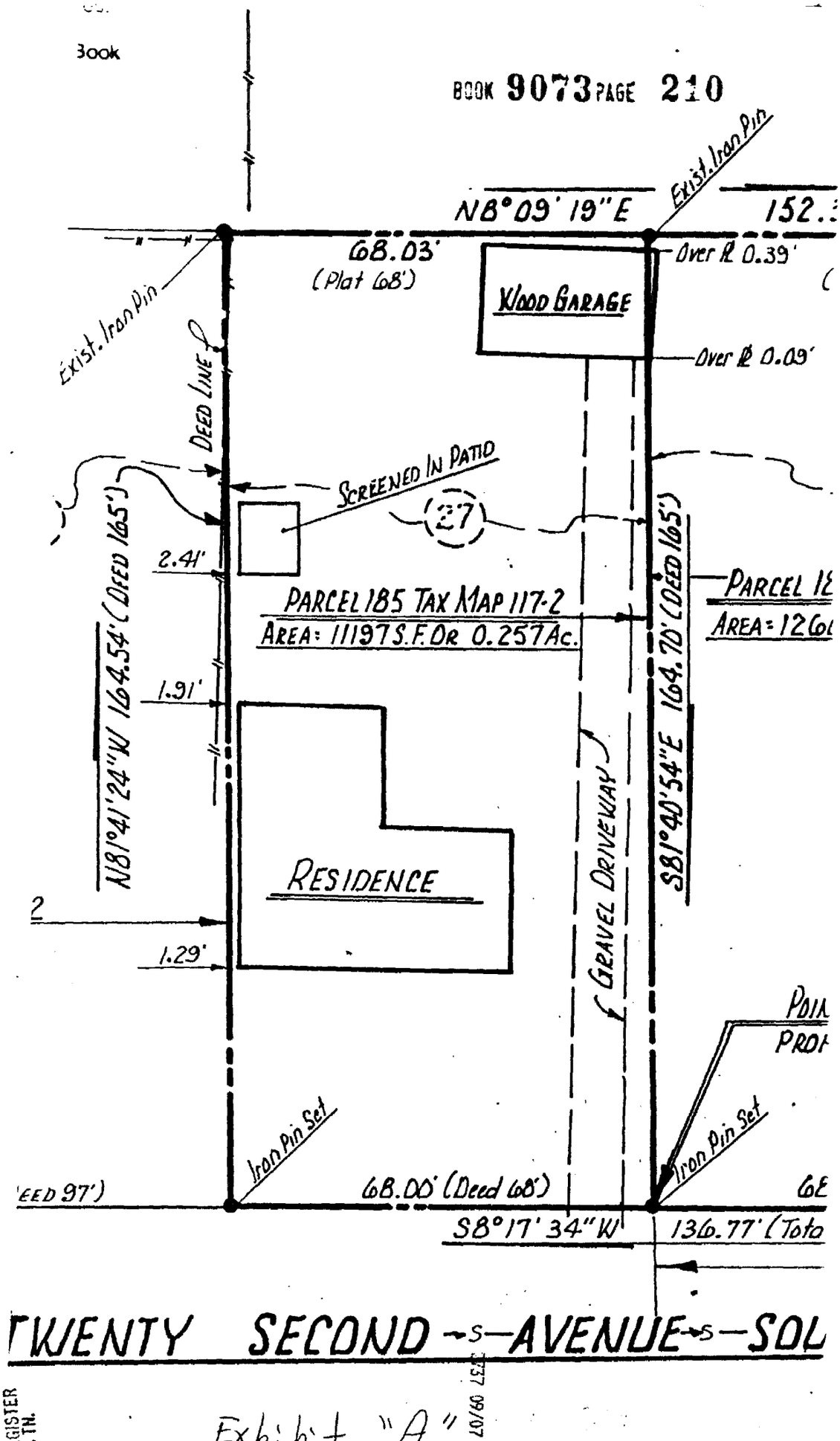


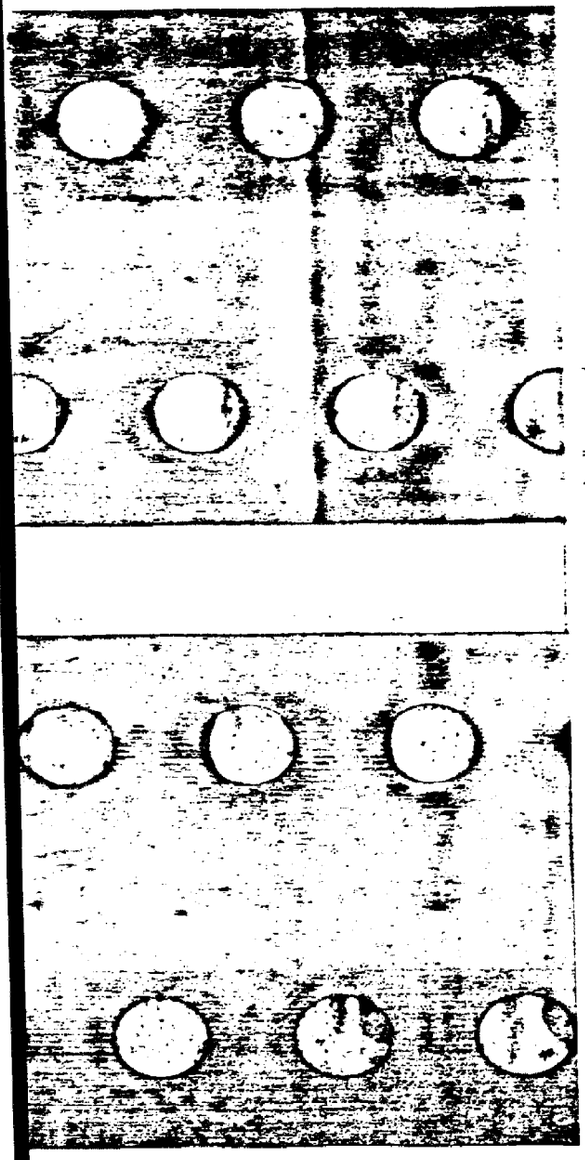
Exhibit "A"

60476
IDENTIF. & REFERENCE

93 SEP -7 PM 4:06
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

3737 09/07/93 01:01 03CHECK 491.73

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



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9073 PAGE 211

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 99900.00
				MAMT 89910.00
				CON TX 369.63
				MOR TX 101.10
				PRFEE 1.00
				WDEED 20.00
				TOTAL 491.73
				CHECK 491.73
			09/07/93 01	16:05 0001 2737

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

60476 IDENTIF. & REFERENCE

93 SEP -7 PM 4:06
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 695195