INSTALLMENT DEED

Address new owner as follows:	Send tax bills to:	Map-Parcel Numbers
Marshall Weaver, II	same	Map # 059-15-0 Parcel # 028.00
2647 Delk Avenue	same	
Nashville, Tennessee 37208	same	

For and in consideration of the sum of two thousand ($2,000.00) Dollars,

(a) of which five hundred fifty ($550.00) dollars has been paid in cash by Marshall Weaver, II, the receipt of which is hereby acknowledged by the herein named Grantor, and
(b) for the remainder of one thousand four hundred fifty ($1,450.00) dollars, Marshall Weaver, II has executed a promissory note of even date herewith described as follows:

Promissory note payable to Jane Geraldine Fort and Dorothy K. Fort in the principle amount of $1,450.00, plus interest at the rate of five percent (5%) per annum, due and payable within 330 days from date of note. With a lien being hereby expressly retained on the land conveyed to secure the payment of the above-described promissory note and all sums due thereunder, Jane Geraldine Fort, an unmarried person, and Dorothy K. Fort, an unmarried person, the Grantors, have bargained and sold, and by these presents do transfer and convey unto the Buyer, his successors and assigns, subject however to the lien expressly retained on the land herein conveyed, a certain tract (parcel) of land in Davidson County, Tennessee, described as follows:

Land in 21st Civil District of Davidson County, Tennessee, being Lot No. 2 in a subdivision made by the said Anderson Allen, as of record in Book 255, page 205, Register's Office for said county, of a sixteen acre (16) tract of land by him of C.W. Nance, a description of same is found in the Register's Office of Davidson County, Book 42, page 645, the size, boundaries and description of said Lot No. 2 is as follows:

Being on the lane five and ninety six-hundredths (596) West from the stone at the turn of the said land and running from the land North by West seventeen and five tenth poles (17.5) then West by South Fifteen and sixty-two-hundredth poles (15.62) thence South by East seventeen and five tenth poles (17.5) to the above land and thence with the lane fifteen and sixty-two hundredths to the beginning.

Being the same property devised to Mary Bennett Smith and Geraldine Bennett Fort from their father, Ambrose Bennett, deceased, pursuant to the Last Will and Testament of Ambrose Bennett, deceased, as of record in Will Book 69, Page 382, Clerk of the Probate Court of Davidson County, Tennessee, probated on or about April, 1957. Being the same property whereby the said Mary Bennett Smith conveyed her one-half undivided interest to Geraldine Bennett Fort Hale, who is the same person as Geraldine Bennett Fort, by deed, as of record in Book 5218, page 661, R.O.D.C., Tennessee.

And being the same property devised to Jane Geraldine Fort and Dorothy Kathryn Fort by the Last Will and Testament of Geraldine Fort Hale, deceased, as of record in Will Book 181, Page 151, Clerk of the Probate Court, Davidson County, Tennessee, probated on or about September 16, 1992; and further memorialized by an Affidavit of Inheritance of Real Property, as of record

in Book 8841, Page 727, R.O.D.C. Geraldine Fort Hale and Geraldine Bennett Fort and Geraldine Bennett Fort Hale being one and the same person.

This is unimproved property identified as Map and Parcel No. 59-15-28, Nashville, Davidson County, Tennessee.

Additionally, this conveyance is made subject to:

1. 1993 taxes, which have been prorated and assumed by Marshall Weaver, II.

2. Unrecorded easements, if any, on above or below the surface; and any discrepancies or conflicts in the boundary lines or shortage in areas or encroachments, which a correct survey or an inspection of the premises would disclose.

3. Rights or claims of parties, if any, in possession. County.

4. Such other limitations, restrictions, encumbrances, as may affect the premises, which may be of record.

This is unimproved property known as Map Number 059-15-0, Parcel Number 028.00, located on Whites Creek Pike, Nashville, Tennessee in 21st Civil District of Davidson County, Tennessee.

TO HAVE AND TO HOLD said parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Marshall Weaver, II, his successors and assigns, forever; and Grantor does covenant with said Marshall Weaver, II that Grantors are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as otherwise herein set out, and Grantors do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said land to said Marshall Weaver, II, his successors and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectively securing the payment of said promissory note, and so that court proceedings will not be necessary to enforce the herein described lien in the event of the non-payment of the note according to its terms, or a breach thereof, and for and in consideration of the sum of One and No/100 ($1.00) Dollar to it paid, and other consideration herein mentioned, the receipt and sufficiency of which is hereby acknowledged, Marshall Weaver, II has this day bargained and sold, and does hereby transfer and convey to Russell B. Ennix, whose residence address is Davidson County, Tennessee, and his successors, in trust, the land hereinabove described.

Maximum principal indebtedness for Tennessee recording tax purpose is $1,450.00.

TO HAVE AND TO HOLD said parcel of land to the said Russell B. Ennix, and his successors in trust forever. Marshall Weaver, II covenants that he is lawfully seized and possessed of said land, has a good right to convey it, and that the same is unencumbered except as hereinabove set out.

Marshall Weaver, II further covenants and binds himself, his successors and assigns, to warrant and defend the title to said land to the said Russell B. Ennix, Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance to the said Russell B. Ennix, Trustee, is made IN TRUST to secure the payment of said promissory note and all sums due thereunder and for the uses and trusts herein set forth, and for no other purpose.

No part of the said land or any interest therein shall be sold or transferred by Marshall Weaver, II without the prior written consent and approval of the owner and holder of the indebtedness secured herein.

Now if Marshall Weaver, II shall pay the indebtedness aforesaid when due, according to the terms of said promissory note, then this instrument is to be of no further force or effect. However, if Marshall Weaver, II fails to pay the said sums of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner and holder thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Russell B. Ennix, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice, by three (3) publications in Davidson County, Tennessee, to sell said land at the Courthouse door in said County, to the highest bidder, for cash, and free from the statutory right of redemption, equity of redemption, [homestead, dower, statutory and elective rights,] and all other exemptions of every kind, all of which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The owner and holder of the indebtedness herein secured may bid at any sale under this conveyance. Marshall Weaver, II agrees that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said land, and shall only account for net rents received by him.

Marshall Weaver agrees to pay all taxes and assessments, and to pay them when due; and in case he fails to do either, then said Trustee, or the owner and holder of the debt herein secured, may do either, and charge and treat the amount so expended as a part of the debt here in secured.

In case of sale under the deed of trust herein contained, the proceeds will be applied by the Trustee:

First - To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation that may arise on account of the execution and enforcement of this trust.

Second - To pay any unpaid taxes or assessments.

Third - To pay said debt, or any balance thereof then remaining unpaid.

Fourth - The residue to be paid to the undersigned or order.

In case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner and holder of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to Russell B. Ennix, Trustee, shall be vested in said successor.

In the event of a sale of said land under and by virtue of this trust, the said Marshall Weaver, II, and all persons holding under it, shall be and become tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser upon five (5) days' written notice.

It is further agreed that the said trustee, or his successors, may execute the power of sale herein contained and the other powers and rights without giving bond or taking oath.

IN WITNESS WHEREOF, the parties have executed this instrument on the 1st day of ~~November~~ December, 1993.

Jane Geraldine Fort
Jane Geraldine Fort, Grantor

Dorothy K. Fort 11/27/~~93~~
Dorothy K. Fort, Grantor

Marshall Weaver 12-1-93
Marshall Weaver, II

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ~~Russell B. Ennix~~ Sharon R Nixon, a Notary Public in and for said County and State, the within named, Jane Geraldine Fort and Marshall Weaver, II, the Grantors, 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, and who swore that the statements contained herein are true and who subscribed their names before me.

WITNESS my hand and official seal at Nashville, Tennessee this 1st day of ~~November~~ December, 1993.

Sharon R. Nixon
NOTARY PUBLIC

SHARON R. NIXON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
1/27/96

My Commission Expires JAN. 27, 1996

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Russell B. Ennix, a Notary Public in and for said County and State, the within named, Dorothy K. Fort, the Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained, and who swore that the statements contained herein are true and who subscribed her name before me.

WITNESS my hand and official seal at Davidson County, Tennessee this the 27th day of November, 1993.

Russell B. Ennix
NOTARY PUBLIC

RUSSELL B. ENNIX NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires:
10/25/95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,000.00.

Jane Geraldine Fort
Affiant

Subscribed and sworn to before me, this the 1st day of December, 1993.

Russell B. Ennix
Notary Public

My Commission Expires: 10/25/95

8917 12/02 0101 03CHECK 28.40

THIS INSTRUMENT WAS PREPARED BY:

Russell B. Ennix, Esquire
PETWAY, BLACKSHEAR, CAIN & ENNIX
Fifth Floor, 208 Third Avenue North
Nashville, Tennessee 37201
(615) 244-4850

92100
IDENTIF. ↑ REFERENCE

93 DEC -2 AM 11:02
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP