THE MAXIMUM INDEBTEDNESS FOR TENN. RECORDING TAX PURPOSES IS $45,000.00

INSTALLMENT DEED

BOOK 9197 PAGE 878

THIS INSTRUMENT WAS PREPARED BY: Mail Harold E. Collins, Atty., 4800 Charlotte Ave., Nashville, TN 37209		
NEW OWNER(S)	SEND TAX BILLS TO:	MAP-PARCEL
Joy N. Troxel	Mack Wall	Map 91-11
5201 Illinois Ave.	410 American Rd.	Parcel 120
Nashville, TN 37209	Nashville, TN 37209	& 121

FOR AND IN CONSIDERATION OF THE SUM OF FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) OF WHICH FIVE THOUSAND ($5,000.00) HAS BEEN PAID BY GRANTEE, FOR ALL OF WHICH GRANTORS HEREBY ACKNOWLEDGE AND FOR THE REMAINDER GRANTEE HAS THIS DATE EXECUTED HER PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00) PAYABLE TO GRANTORS, **BESSIE K. HOLMES, MACK H. WALL AND WIFE, HALLIE E. WALL,** TO BE APPORTIONED ONE-HALF (1/2) TO BESSIE K. HOLMES AND THE REMAINING ONE-HALF TO MACK H. WALL AND WIFE, HALLIE E. WALL, OR TO THE SURVIVOR OF THEM, SAID AMOUNT TO BE PAID IN 360 MONTHLY INSTALLMENTS IN THE AMOUNT OF TWO HUNDRED NINETY-NINE AND 39/100 DOLLARS ($299.39) EACH, WHICH INCLUDES INTEREST AT THE RATE OF SEVEN PERCENT (7%) PER ANNUM, WITH THE FIRST PAYMENT DUE AND PAYABLE THE 1ST DAY OF FEBRUARY, 1994 AND A LIKE PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL PAID IN FULL. SAID PAYMENTS TO BE APPLIED FIRST TO INTEREST AND THE REMAINDER TO PRINCIPAL.

We, **Bessie K. Holmes, unmarried, Mack H. Wall and wife, Hallie E. Wall**, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto **Joy N. Troxel**, as a sole and separate estate, hereinafter called Grantee all our right, title and interest in and to the below described property, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lots Nos. 1102, 1104 and the east fifteen (15) feet of No. 1106 of Block 162, Plan 1, West Nashville, of record in Book 57, Page 74 and 75, Register's Office for said County.

SAID Lots Nos. 102, 104 and the east fifteen (15) feet of No. 1106 adjoin and front together seventy-five (75) feet on the south side of Illinois Avenue and run back between parallel lines 150 feet to an alley.

Being the same property conveyed to Bessie K. Homes, unmarried, Mack H. Wall and wife, Hallie E. Wall from James M. Shaw and wife, Brenda H. Shaw by deed of record in Book 7788, Page 807, R.O.D.C., Tennessee, the said Bessie K. Homes and Bessie K. Holmes being one and the same person.

The above description is not the same as in the previous deed of record as the previous two tracts were consolidated to create and constitute one parcel for property tax purposes.

Steven M. Troxel, husband of Joy N. Troxel, Grantee, joins in this conveyance for the express purpose of waiving and disclaiming any homestead interest he has in and to the above described property by virtue of being married to the said Grantee. This waiver and disclaimer is for the benefit of Grantors, their heirs and assigns in regard to their rights as set forth under the Promissory Note executed by Grantee to Grantors.

5201 Illinois Avenue, Nashville, TN 37209
(House Number) (Street) (City) (State) (Zip)

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 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 H. E. Collins, 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 maximum insurable amount 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 grantors, 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 fifteen days from date of such payment, or in the event the Grantor dies, or in the event the Grantor is in voluntary or involuntary bankruptcy, 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 weekly publications in a newspaper of general circulation, daily or weekly, distributed 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 grantors 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 22nd day of December, 1993.

Mack H. Wall
MACK H. WALL - GRANTOR

Hallie E. Wall
HALLIE E. WALL - GRANTOR

Bessie K. Holmes
BESSIE K. HOLMES - GRANTOR

Joy N. Troxel
JOY N. TROXEL - GRANTEE

Steven M. Troxel
STEVEN M. TROXEL

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 **Bessie K. Holmes, Mack H. Wall Hallie E. Wall, Joy N. Troxel and Steven M. Troxel**, 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 22nd day of December, 1993.

Joyce Jordan
NOTARY PUBLIC

My commission expires: 7-26-97

JOYCE JORDAN NOTARY PUBLIC DAVIDSON COUNTY, TENN. AT LARGE

[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON) The actual consideration or value whichever is
[ ) greater, for this transfer is: $ 50,000.00
[
[Subscribed and sworn to before me,
[this the 22nd day of December, 1993.
[
[Joy N. Troxel
[Affiant
[
[Joyce Jordan
[NOTARY PUBLIC
[My commission expires: 7-26-97
[(Affix Seal)

JOYCE JORDAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

00288

RECEIVED & RECORDED
93 DEC 23 AM 10:01
FELIA A. ROLLINS, REGISTER
DAVIDSON COUNTY, TN.

1897 12/23 0101 03CHECK 247.45

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

RECEIVED OF _____

FOR _____

BOOK 9197 PAGE 881

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 50000.00
				MAMT 45000.00
				CON TX 185.00
				MOR TX 49.45
				PRFEE 1.00
				WDEED 12.00
				TOTAL 247.45
				CHECK 247.45
			12/23/93 01	10:02 0001 7897

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00288
IDENTIF. & REFERENCE

93 DEC 23 AM 10:01
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No.737856