File Box 42

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Prepared by John G. Doak, Sr., Attorney, 2525 Lebanon Road, Nashville, Tennessee, 37214
(615) 889-1112 (voice)
(615) 885-2141 (fax)

INSTALLMENT DEED

BOOK 9230 PAGE 740

From: Grantor, Mary C. Freeman et vir,

To: Grantees, John G. Doak, Sr., et wife, Mary T. Doak;

and,

From: Grantees, in trust,

To: J. Brent Hurd, Trustee for Mortgagee, Mary C. Freeman,

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Mr. & Mrs. John G. Doak, Sr.	Same	095-04-0 237.00
2525, Lebanon Rd.		Fld Bk #3DZ 04203
Nashville, Tn., 37214		

(for register's use)

State of Tennessee
County of Davidson

The actual consideration or value, (whichever is greater) for this transfer is: $ 350,000.00

John G Doak Sr
Affiant

Sworn to and subscribed before me this 2nd day of July, 1993

Lucie DuBuisson
Notary Public

My Commission Expires: Sept. 21 1996

LUCIE E. DUBUISSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Maximum principal indebtedness for recording tax purposes is $330,000.00

Consideration for conveyance, For and in consideration of the sum of Three Hundred Fifty Thousand Dollars ($350,000.00) of which Twenty Thousand Dollars ($20,000.00) has been paid by grantees to grantor, and for the remainder, Three Hundred and Thirty Thousand Dollars ($330,000.00), Mortgagee John G. Doak, Sr has executed a Installment Deed Note, of even date, payable in Two Hundred Forty (240) equal successive monthly installments of Two Thousand Nine Hundred Sixty and Ten One-Hundredths Dollars ($2,960.10) each, including both principal and interest, computed in arrears at the rate of Nine Percent (9%) per annum, on the decreasing balances, the first such payment being due and payable on or before the April 1st, 1993, and a like sum, on or before the 1st day of each succeeding month thereafter, until the whole thereof, both principal and interest, shall have been paid in full; and providing for payment of attorney's fees, and to secure the payment of said principal, interest, attorney's fees, etc., a lien is herein expressly retained on the real property herein conveyed (

Conveyance to grantees, Now , Therefore: Mary C. Freeman (herein called "grantor" hereby transfers, sells and conveys, the following described realty, the appurtenances thereto belonging to her, and all of the personal property belonging to her and remaining therewith, unto John G. Doak, Sr., and wife, Mary T. Doak, heirs and assigns forever, (herein called "grantees")

Real Property Description:

Land in Davidson County Tennessee, being lot number 3 on the plan of the re subdivision of lots numbers 4 and 5 of J.W. Vaughn and Ellis Brothers

subdivision of the Archer Homeplace, as shown on plat of record in plat book 7900 page 252, in the Register's office for Davidson County Tennessee, to which plat reference is hereby made for a more particular description.

And being part of the same real property conveyed to Mary C. Freeman, by deeds of record in book 6260 page 975, book 7769 page 379, book 7798 page 168, and in book 8208 page 907, all in the Registers Office for Davidson County, Tennessee.

This is improved property, known as:

2525 Lebanon Road,	Nashville,	Davidson	Tennessee	37214
Street	City	County	State	Zip

Covenant of seizen, and grantor covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it and that the same is unencumbered except as noted herein

Habendum, grantees to have and to hold the same *as tenants by the entireties* and *in fee simple forever;* subject only to the Lien, hereby retained by grantor/mortgagee and to the following:

1. Real Property taxes for 1993, (a lien but not yet due and payable)
2. Matters, unknown to grantee
3. Matters, not of record, which would be disclosed by an accurate stake survey and physical inspection of the premises.
4. Easements as of record in book 2496 page 492, book 3945 page 210, book 8194 page 710, book 4278 page 82, book 4281 page 243, and in book 4654 page 474, R.O.D.C.
5. Matters shown on plan of record in book 7900 page 252

Covenant of general warranty, grantor further covenants and binds herself, heirs, assigns, 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, whomsoever.

Conveyance to Trustee for security, and now, for the purpose of better and more effectively securing the payment of said Installment Deed Note and rendering unnecessary court proceedings for the enforcement of its lien in event of the non-payment of said note, when and as due as hereinafter provided, and,

Consideration for conveyance in trust, for and in consideration of the payment of One Dollar, to us in hand paid, we, the grantees herein, do hereby transfer and convey unto J. Brent Hurd Trustee, his successors and assigns, the real estate herein above described, with the appurtenances, estate, title and interest thereto belonging, in Trust, and for the purposes set forth herein,

Prepayment without penalty, grantees, heirs and assigns, reserve the right to prepay all or any part of this indebtedness at any time without penalty; and, when the indebtedness represented by this Installment Deed Note shall have been paid in full; then, payee, heirs and assigns, shall be obligated to secure and properly record a release effectively discharging the lien of this Installment Deed.

Duty to keep insured, grantees agree to keep the 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 $255,000.00 until indebtedness herein secured is fully paid, and to have any loss, made payable first to said Trustee (for the benefit of the lawful owner and holder of said note) and thereafter to Grantees as their interests may appear; and,

Duty to repair and preserve, grantees 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,

Power of trustee, in case grantees fail to do either, then the said Trustee, or the lawful owner and holder of said note may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment; and,

Pay & stay – Smooth and tranquil, Now, if grantees, shall pay said Installment Deed Note when and as due, according to its terms, pay taxes, keep up repairs, and keep said premises insured, all as aforesaid, then this trust conveyance shall be of no further force or effect.

Don't pay & don't stay – Rough and unpleasant, should grantees become in "Default" i.e.., [fail to pay taxes, keep up repairs, or keep said premises insured as herein provided; or should grantees fail to reimburse Trustee (or lawful owner and holder of said note) for all such sums expended (together with interest thereon) by said Trustee (or lawful owner and holder of said note); or should grantees fail to make any installment or other payment, required by the Installment Deed Note]; or should they violate any other term requirement or condition of the same or of this instrument]; and fail to cure or remedy such default within 30 days (the 1st time in any 12 month period) or 20 days (the 2nd time in any 12 month period) or 10 days [the 3rd time (and thereafter) in any 12 month period] after a written "Notice of Default and Demand for Cure" (describing the default and demanding that it be cured) is mailed from holder to grantees, heirs or assigns, by postage prepaid certified mail "return receipt requested" (effective when mailed); then, at the end of the time specified, holder may declare this indebtedness accelerated; and, if the same is not paid in full within Thirty (30) days of such declaration, then

Acceleration, upon such acceleration, this trust conveyance shall remain in full force and effect, and, in such event, said Trustee, or his successor in trust, is hereby authorized and empowered,

Advertising and sale, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, at 12:00 O'clock Noon on the third business day after the last day of publication, to sell said property at the front door of the building at 2525 Lebanon Road, Nashville Tennessee, 37214, to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived (Grantor and or any holder may bid and if successful, purchase at any sale under this conveyance); and, upon completion of such foreclosure sale, said Trustee, or his

successor in trust, is authorized and empowered to execute and deliver a Trustees Deed to the purchaser; and,

Purchasers right to immediate possession, we agree that after such foreclosure sale as aforesaid, the purchaser, at said sale, shall be entitled to immediate possession thereof upon the delivery to him of a deed for said property from the Trustee ; and,

Proceeds of sale, In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; and also reasonable attorney's fees for advice in the premises and/or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; and, also the expenses of any such litigation; and,
(2) To the payment of all taxes which may be unpaid on said premises; and
(3) To the payment of any accrued interest on the unpaid principal balance on the note and any and all sums expended in the protection of said property, as herein authorized; and
(4).To the payment of any remaining balance due on the Installment Deed Note; and,
(5).The residue, if any, will be paid to the grantees herein their heirs, representatives or assigns; and,

Power to appoint substitute Trustee, at any time, the lawful owner and holder of said Installment Deed Note, may, with or without cause, remove the Trustee herein above named and appoint a substitute or successor Trustee to execute this trust by an instrument in writing, signed by said lawful owner and holder, so doing, and recording the same in the Register's Office for Davidson County Tennessee; and, the title conveyed and all powers given herein to said Trustee shall thereby be vested in said substitute or successor.

Singular, plural etc., 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.

Bond, Trustee herein above named and any substitutes or successors shall serve without bond

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands effective the 1st day of March, 1993.

Mary C. Freeman

Mary C. Freeman

J. R. Freeman

J. R. Freeman (Spouse of Mary C. Freeman)

John G. Doak, Sr.

John G. Doak, Sr.

Mary T. Doak

Mary T. Doak

State of Tennessee
County of Davidson

Before me, the undersigned, a notary public in and for said state and county, personally appeared the within named, John G. Doak, Sr., and wife Mary T. Doak, who, being personally known to me or having presented satisfactory proof of identification, and, having been duly sworn, did execute the foregoing instrument in my presence; and then did acknowledge that they executed said instrument for the purposes therein contained, and as their own free act and deed.

Witness my hand and seal on thday thef July 23, 1993 at Nashville, in Davidson County, Tennessee.

Lucie E. Dubuisson
Notary Public

My Commission Expires: Sept. 21, 1996

LUCIE E. DUBUISSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

State of In
County of Davidson

Before me, the undersigned, a notary public in and for said state and county, personally appeared the within named, Mary C. Freeman, and husband J. R. Freeman, who, being personally known to me or having presented satisfactory proof of identification, and, having been duly sworn, did execute the foregoing instrument in my presence; and then did acknowledge that they executed said instrument for the purposes therein contained, and as their own free act and deed.

Witness my hand and seal on this the 19th day of August, 1993 at Nashville, in Davidson County, In

Ronda Hardaker
Notary Public

My Commission Expires: Sept 27, 1996

NOTARY PUBLIC DAVIDSON COUNTY

11348
IDENTIF: ^ REFERENCE

94 JAN 26 PM 3:18
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

3734 01/26 0101 03CHECK 1693.20

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9230 PAGE 745

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	350000.00
			MAMT	330000.00
			CON TX	1295.00
			MOR TX	377.20
			PRFEE	1.00
			WDEED	20.00
			TOTAL	1693.20

CHECK 1693.20

01/26/94 01 15:19 0001 3734

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11348
IDENTIF. ↑ REFERENCE

94 JAN 26 PM 3:18
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 749676