INSTALLMENT DEED

BOOK 9492 PG 12

FROM

HORACE ALTON BERRY and wife,
JOSEPHINE B. BERRY

TO

TIMOTHY MURRAY HILDEBRANDT and
DEBORAH CAUDLE McLENDON

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Timothy Murray Hildebrandt (NAME)	Same (NAME)	Map 91 15
5311 Nevada Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 77
Nashville, Tn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

94 OCT 13 AM 9:38
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$75,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 1st DAY OF September 19 94

Notary Public

MY COMMISSION EXPIRES: 4-30-96

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seventy Five Thousand and 00/100----------($75,000.00)---------- DOLLARS of which $10,000.00 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 executed their joint promissory lien note of even date herewith, payable to the order of HORACE ALTON BERRY and wife, JOSEPHINE B. BERRY, in the principal sum of $65,000.00, payable in 240 monthly installments of $428.97 each, beginning October 1, 1994, with a like sum of $428.97 on the 1st day of each consecutive month thereafter, until September 1, 2014, when the final installment shall be due and payable. Said monthly installments include interest at the rate of 5% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $65,000.00;

and 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.

We, Horace Alton Berry and wife, Josephine B. Berry hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Timothy Murray Hildebrandt and Deborah Caudle McLendon herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, described as follows: **BEGINNING** at the south margin of Nevada Avenue, the northeast corner of Horace Berry property; thence with Horace Berry's line, South 320 feet to an iron pin, the southwest corner of Horace Berry's property, and the southeast corner of this tract; thence West 50 feet to an iron pin, the southeast corner of this tract; thence North 320 feet to an iron pin in the margin of Nevada Avenue; thence East with the south margin of Nevada Avenue, 50 feet to the point of beginning, according to survey by John B. Kohl, III, RLS Tennessee No. 100, 400 7th Avenue South, Nashville, Tennessee 37203, dated September 29, 1994.

AND BEING a part of the same property conveyed to K. A. Berry and wife, Inez Spann Berry, by deed from The Tennessee Property Company, a Tennessee Corporation, of record in Book 981, Page 294, Register's Office for Davidson County, Tennessee. K. A. Berry and Inez Spann Berry died intestate survived by their only heir at law, Horace Alton Berry.

unimproved ( ) is improved (X) property, known as 5311 Nevada Avenue (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) 37209 (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 *Wm. G. Wilkinson 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 $insb. 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 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 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 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 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of September 1994.

Timothy Murray Hildebrandt — Horace Alton Berry

Deborah Caudle McLendon — Josephine B. Berry

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Horace Alton Berry and wife, Josephine B. Berry, and Timothy Murray Hildebrandt and Deborah Caudle McLendon the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Ashland City Tennessee, this 1st day of September, 1994.

Wm. G. Wilkinson — Notary Public

Commission expires 4-30-96.

STATE OF TENNESSEE }
COUNTY OF _____ }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, 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 _____.

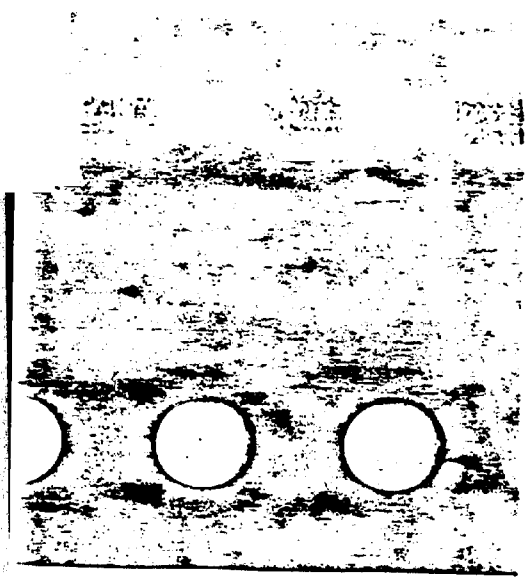
Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____, Notary Public.

Commission expires _____.

7625 10/13 0101 03CHECK 358.95

*Wm. G. Wilkinson, Trustee
106 Frey Street
Ashland City, TN 37015



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

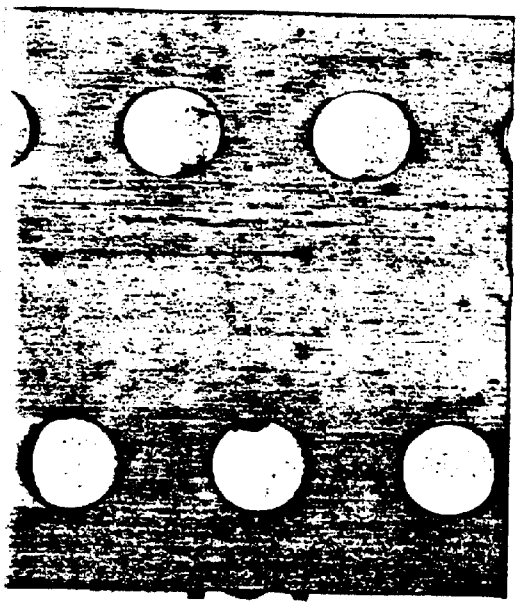
RECEIVED OF _____

FOR _____

BOOK 9492 PG 14

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	75000.00
MAMT	65000.00
CON TX	277.50
MOR TX	72.45
PRFEE	1.00
WDEED	8.00
TOTAL	358.95
CHECK	358.95

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/13/94 01 09:37 0001 7625

99396
IDENTIF. ↑ REFERENCE

94 OCT 13 AM 9:38

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 843831