THE MAXIMUM INDEBTEDNESS FOR TENN. RECORDING TAX PURPOSES IS $57,500.00

INSTALLMENT DEED

BOOK 9563 PG 228

THIS INSTRUMENT WAS PREPARED BY:		
Harold E. Collins, Atty., 4800 Charlotte Ave., Nashville, TN 37209		
NEW OWNER(S)	SEND TAX BILLS TO:	MAP-PARCEL
Lee Roy Peach, Sr. and wife, Sally Peach	Lee Roy & Sally Peach c/o D. W. Johnson	Map 91
4301 Dakota Ave.	4208 Dakota Ave.	Parcel 16
Nashville, TN 37209	Nashville, TN 37209	

FOR AND IN CONSIDERATION OF THE SUM OF SIXTY THOUSAND AND 00/100 DOLLARS ($60,000.00) OF WHICH TWO THOUSAND AND FIVE HUNDRED AND 00/100 ($2,500.00) HAS BEEN PAID BY GRANTEES, FOR ALL OF WHICH GRANTORS HEREBY ACKNOWLEDGE AND FOR THE REMAINDER GRANTEES HAVE THIS DATE EXECUTED THEIR PROMISSORY NOTE, HEREINAFTER REFERRED TO AS LIEN NOTE, IN THE PRINCIPAL AMOUNT OF FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($57,500.00) PAYABLE TO GRANTORS, **D. W. JOHNSON** AND WIFE, **MARGIE R. JOHNSON**, OR TO THE SURVIVOR OF THEM, SAID AMOUNT TO BE PAID IN 241 MONTHLY INSTALLMENTS, THE FIRST 240 OF WHICH ARE IN THE AMOUNT OF $445.00 AND THE 241ST AND FINAL PAYMENT IN THE AMOUNT OF $417.59, WHICH INCLUDES INTEREST AT THE RATE OF SEVEN PERCENT (7%) PER ANNUM, WITH THE FIRST PAYMENT DUE AND PAYABLE THE 1ST DAY OF FEBRUARY, 1995 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. ANY MONTHLY PAYMENT NOT PAID ON OR PRIOR TO DUE DATE SHALL BE ASSESSED A LATE CHARGE OF FIVE AND 00/100 DOLLARS ($5.00). THE REAL PROPERTY SHALL NOT BE SOLD NOR ASSIGNED BY GRANTEES WITHOUT WRITTEN CONSENT OF GRANTORS. ANY PREPAYMENT OF PRINCIPAL SHALL BE MADE ON THE DUE DATE OF ANY MONTHLY PAYMENT AND IN ADDITION TO SAID PAYMENT, THE AMOUNT OF FIFTEEN PERCENT (15%) THEREOF SHALL BE INCLUDED AND ADDED TO SAID PAYMENT AS LIQUIDATED DAMAGES TO GRANTORS.

We, **D. W. Johnson** and wife, **Margie R. Johnson**, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto **Lee Roy Peach, Sr.** and wife, **Sally Peach**, hereinafter called Grantees all our right, title and interest in and to the below described property, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee being Lot No. 202 in Block 11 of Charlotte Park Company's First Addition to Nashville, as of record in Book 57, Page 103, Register's Office for said County.

SAID Lot No. 202 fronts 50 feet on the southerly side of Dakota Avenue (formerly 4th Avenue) and extends back southerly between parallel lines 150 feet to an alley.

BEING the same property conveyed to Howard F. Butler, Trustee by deed from D. W. Johnson, Jr., Executor of the Estate of D. W. Johnson and from Howard F. Butler, Trustee to D. W. Johnson, Jr. and wife, Margie Johnson to create a tenancy by the entirety of record in Book 6579, Page 15, R.O.D.C., Tennessee.

The above description is the same as in the previous deed of record.

4301 Dakota Avenue, Nashville, Tennessee, 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 grantee, his 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 note, 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, a resident of Nashville, Davidson County, Tennessee, 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 Grantee, 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; if 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 Grantees die, or in the event the Grantees are 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 3rd day of January, 1995.

D. W. Johnson
D. W. JOHNSON - GRANTOR

Margie R. Johnson
MARGIE R. JOHNSON - GRANTOR

Lee Roy Peach
LEE ROY PEACH, SR. - GRANTEE

Sally Peach
SALLY PEACH - GRANTEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

8969 01/04 0101 03CHECK 298.83

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Lee Roy Peach, Sr., Sally Peach, D. W. Johnson and Margie R. Johnson**, 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 3rd day of January, 1995.

Joyce Johnson
NOTARY PUBLIC

My commission expires: 7-26-97

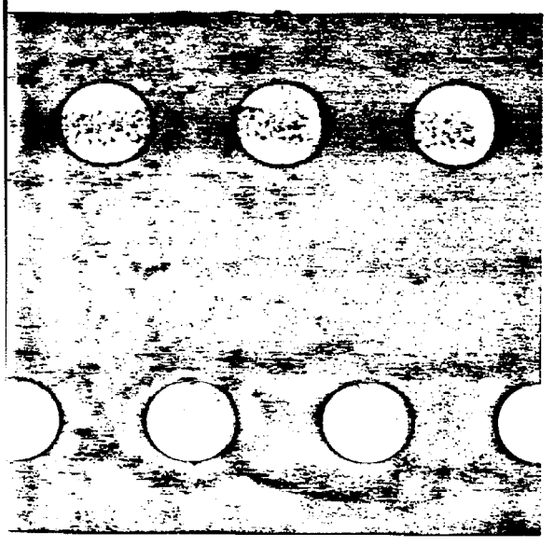
[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON) The actual consideration or value whichever is
[ ) greater, for this transfer is: **$60,000.00.**
[
[Subscribed and sworn to before me,
[this the 3rd day of January, 1995.
[Joyce Johnson
[NOTARY PUBLIC
[My commission expires: 7-26-97
[(Affix Seal)

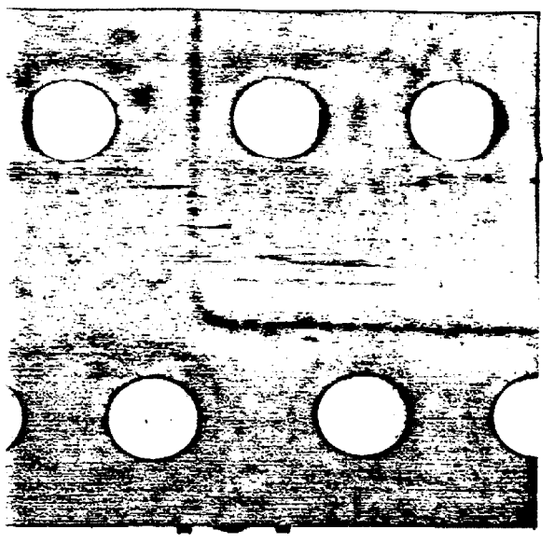
Sally Peach
Affiant

22613
IDENTIF. ↑ REFERENCE

95 JAN -4 AM 9:40
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

PICK-UP





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9563 PG 231

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	60000.00
			MAMT	57500.00
			CON TX	222.00
			MOR TX	63.83
			PRFEE	1.00
			WDEED	12.00
			TOTAL	298.83
			CHECK	298.83
01/04/95	01	09:40	0001	8969

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

22613
IDENTIF. ↑ REFERENCE

95 JAN -4 AM 9:40

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 868844