BOOK 9591 PG 868

PICK-UP

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

95 FEB -9 AM 9:56

32941

IDENTIF. & REFERENCE

CORRECTED
WARRANTY (INSTALLMENT) DEED

FROM: HARVEST INTERNATIONAL, INC. **TO:** TRAVIS B. NABORS

ADDRESS NEW OWNER	**SEND TAX BILLS TO:**	**MAP/PARCEL NUMBERS**
Travis B. Nabors 2713 Murfreesboro Road Nashville, Tennessee 37217	- same -	Map 149 Parcel 262

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The original of this instrument is recorded at Book 8765, page 588, Register's Office for Davidson County, Tennessee; and, this corrected instrument is being recorded for the purpose of clarification of the fact that the mortgage to Hazel Blackwell, (as evidenced by the Installment Deed of record in Book 8447, page 226, Register's Office for Davidson County, Tennessee) is included in the purchase price of $135,000 paid by the buyer herein and is not in addition thereto; i.e., this instrument constitutes a "wraparound mortgage." Further, this instrument adds a page which was omitted from the original recorded Installment Deed.

The mortgage tax was paid on $37,000 at the time of the recording of the original instrument. (i.e., the difference between the mortgage of $127,000 under this instrument and the mortgage of $90,000 payable to Hazel Blackwell).

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ - 0 -, the conveyance taxes thereon having been paid at the time of the recording of the original instrument.

Rosemary Fiske
AFFIANT

Subscribed and sworn to before me this 8 day of February, 1995.

Diane Cain
NOTARY PUBLIC

My Commission Expires March 21, 1998

My Commission Expires: _____

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FOR AND IN CONSIDERATION OF the sum of One Hundred Thirty-Five Thousand ($135,000) Dollars, of which Eight Thousand ($8,000) Dollars has been paid in cash by the Grantee, the receipt of which is hereby acknowledged, and for the remainder the said Grantee executed a Promissory Note dated August 31, 1992 to pay the balance, with interest at 9½% per annum, on a 20 year amortization, with certain balloon payments to be made at the end of 18 months, 36 months and 72 months, as more specifically set forth therein; and, providing for payment of attorney's fees and to secure the payment of said Note, principal and interest, a lien is expressly retained on the land herein conveyed; and this instrument is expressly made subject to and inferior to the vendor's lien retained by

Hazel Blackwell in an Installment Deed dated July 31, 1991 in the principal amount of Ninety Thousand ($90,000) Dollars, of record in Book 8447, page 226, Register's Office for Davidson County, Tennessee; provided however, that this instrument constitutes a "wraparound mortgage" with said mortgage of Ninety Thousand ($90,000) Dollars being included in the purchase price of One Hundred Thirty-Five Thousand ($135,000) Dollars and not being in addition thereto.

FURTHERMORE, in the event that the said Grantee, Travis B. Nabors, his heirs or assigns shall subsequently transfer or convey his/their interest in the property described herein, the entire principal balance then due and payable, plus any accrued interest or other charges, shall immediately become due and payable to the Grantor, its heirs and assigns.

The Grantor, Harvest International, Inc., on the 31st day of August, 1992, bargained and sold, and, transferred and conveyed unto Travis B. Nabors, his heirs and assigns, certain real property in Davidson County, Tennessee described as follows:

Land in the 2nd Civil District of Davidson County, Tennessee and described according to an unrecorded survey made by John D. McCormick, December 10, 1978, as follows, to wit:

Beginning at an iron pin in the southerly margin of Murfreesboro Road at the northeasterly corner of the John G. Doak, Trustee property described in the Deed of record in Book 5225, page 721, Register's Office for Davidson County, Tennessee; thence South 48°, 59' West 184.4 feet to an iron pin; thence South 44°, 23' East 103.00 feet to an iron pin; thence North 48°, 03' East 184.4 feet to an iron pin on the southerly margin of Murfreesboro Road; thence along the southerly margin of Murfreesboro Road North 45°, 53' West 100.00 feet to an iron pin, the point of beginning.

Being the same property conveyed to Harvest International, Inc. by Installment Deed from Hazel Blackwell, of record in Book 8447, page 226, said Register's Office.

This is improved property known as 2713 Murfreesboro Road, Nashville, Tennessee 37217.

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. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as herein set forth. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said real estate to said Grantee, his 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(s) in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, in hand paid, the said grantee herein does hereby transfer and convey to Ronald L. Stone, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. I, the said Grantee do hereby agree to keep all buildings now on, or to be hereinafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of insurable 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. I 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 I 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 I, 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 I 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; I 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 (30) days from date of such payment, 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 (20) 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 Courthouse in said County 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; 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. I 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. I 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 Grantee herein, his 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 Grantor and Grantee, have hereunto set our hands this the 9th day of February, 1995, in reaffirmance of the original instrument dated August 31, 1992 and recorded on October 23, 1992 at Book 8765, page 588, Register's Office for Davidson County, Tennessee.

HARVEST INTERNATIONAL, INC.

Travis B Nabors
Travis B. Nabors

By: Rosemary Fisher
Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, the within named Travis B. Nabors, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS hand and official seal at Nashville, Tennessee this 9th day of February, 1995.

Carolyn Neal
Notary Public

My Commission Expires: July 26, 1997

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Rosemary Fisher, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of Harvest International, Inc., the within named bargainor, a corporation, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

WITNESS my hand and official seal at Nashville, Tennessee this 8th day of February, 1995.

Diane Cain
Notary Public

My Commission Expires: My Commission Expires March 21, 1998

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THE MAXIMUM PRINCIPAL INDEBTEDNESS UNDER THE ORIGINAL INSTRUMENT FOR TENNESSEE RECORDING TAX PURPOSES WAS $37,000.00, THE MORTGAGE TAX ON SAID SUM HAVING BEEN PAID AT THE TIME OF THE RECORDING OF THE ORIGINAL INSTRUMENT.

This instrument prepared by: Ronald L. Stone
6th Floor, 211 Printers Alley
Nashville, Tennessee 37201
(615) 742-5922

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