RTC
Diane D. Haviland
169 Manhasset Pl.
Dunwoody, Ga. 30338

BOOK 9690 PG 519

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

DIANE O. DALE HAVILAND

TO

GERALD N. BATEY

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY:
Lucien Dale, Attorney
221 4th Ave. N.
Nashville, Tennessee, 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GERALD N. BATEY (NAME)	SAME (NAME)	MAP 33-4 A
43 ROLLING MEADOWS DRIVE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 43
GOODLETTSVILLE TENN 37072 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

95 FEB 22 AM 10:29
FILED FOR RECORD IN REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

PICK-UP

36100
IDENTIFICATION REFERENCE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$95,000.00 Oliver H. Dale
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF February, 1995.

Maria LeMond
Notary Public

MY COMMISSION EXPIRES: 1/22/96
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of NINETY FIVE THOUSAND AND NO/100 DOLLARS ($95,000.00) **DOLLARS**

of which $1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees HAS EXECUTED HIS PROMISSORY NOTE IN THE AMOUNT OF NINETY FOUR THOUSAND DOLLARS ($94,000.00) WITH INTEREST AT 9½% PE ANNUM, AND PAYABLE IN MONTHLY INSTALLMENTS OF EIGHT HUNDRED THIRT NINE DOLLARS AND FORTY CENTS MONTHLY ($839.40) for TWENTY THREE YEARS (276 MONTHLY PAYMENTS) THE FIRST OF WHICH WAS PAID JANUARY FIRST 1995 IN KEEPING WITH LEASE PURCHASE AGREEMENT. THE FINAL PAYMENT WILL THEREFORE BE PAID ON DECEMBER 1st 2017. THE SECOND WILL BE DUE ON FEBRUARY, 1st 1995 AND MONTHLY THEREAFTER UNTIL ENTIRE BALANCE HAS BEEN PAID TOGETHER WITH THE INTEREST OF NINE AND ONE-HALF PER CENT PER ANNUM. ALL PAYMENTS SHALL BE FIRST APPLIED TO INTEREST AND REMAINDER TO REDUCTION OF PRINCIPAL.

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,

DIANE O. DALE HAVILAND AND UX RANDY L. HAVILAND

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

GERALD N. BATEY, AN UNMARRIED PERSON

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING UNIT NO. 43 AS SHOWN ON PLAT OF ROLLING MEADOWS, PHASE I, SECTION IV, AS OF RECORD IN BOOK 6250, PAGE 504, AND IN BOOK 6900 PAGE 215, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH AN UNDIVIDED MEMBERSHIP IN ROLLING MEADOWS TOWNHOMES ASSOCIATION, ALL AS DESCRIBEDIN BOOK 6593, PAGE 194, SAID REGISTER'S OFFICE, AS AMENDED IN BOOK 7138, PAGE 352, SAID REGISTER'S OFFICE

BEING THE SAME PROPERTY CONVEYED DIANE O. DALE BY CORSON DEVL. COMPANY IN DEED BOOK 7583, PAGES 819 & 820, SAID REGISTERS OFFICE.

AS PART OF THE CONSIDERATION FOR THIS TRANSFER, GRANTEE AGREES TO BE BOUND BY TERMS, COVENANTS, AND RESTRICTIONS SET FORTH IN DECLARATION OF COVENANTS,& RESTRICTIONS FOR ROLLING MEADOWS TOWNHOMES ASSOCIATION, OF RECORD IN BOOK 6593, PAGE 194, and ATTENDANT BY-LAWS, AS AMENDED IN BOOK 7138, PAGE 352, SAID REGISTERS OFFICE. GRANTEE WILL ASSUME AND PAY THE SAID FEE OR FEES CHARGED BY THE ASSOCIATION.

THE MAXIMUM INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSE IS $94,000.00.

This is improved( ) unimproved( ) property, known as 43 (House Number) ROLLINGS MEADOWS DRIVE (Street) GOODLETTSVILLE (P. O. Address) TENN (City or Town) 37072 (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 represenatives, 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 ~~LUCIEN DALE~~ Nashville TN. 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 $ 95,000.00 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 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 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, 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 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 WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 16th day of February, 1995

19

Gerald N. Batey

Diane O. Dale Haviland

Randy L. Haviland

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Margie DeMoss, a Notary Public in and for said County and State, the within named

GERALD N. BATEY, DIANE O. DALE HAVILAND AND UX RANDY L. HAVILAND

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 16th day of February, 1995.

Margie DeMoss Notary Public

Commission expires 1/27/96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

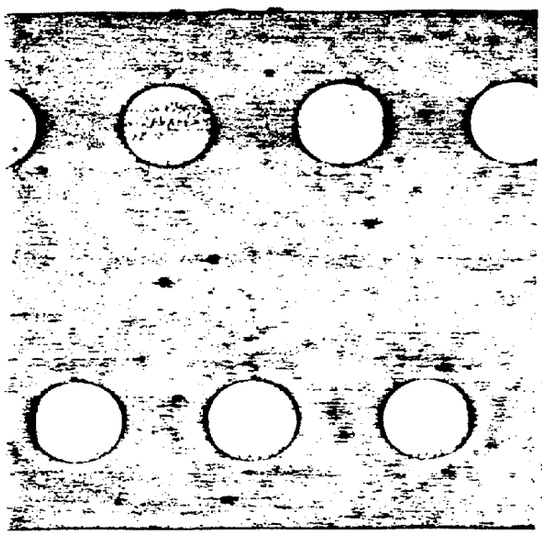
Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, 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 _____

8823 04/22 0101 03CHECK 466.30



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF 3824 02/22 0101 03CHECK 0.00

FOR

BOOK 9600 PG 521

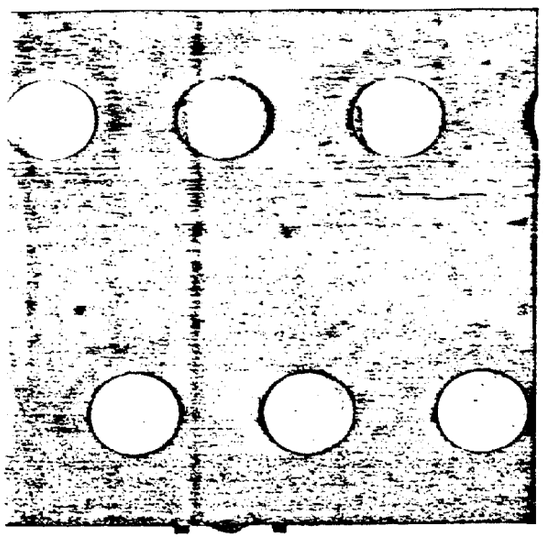
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 95000.00
MAMT 94000.00
CON TX 351.50
CON TX 105.80
PRFEE 1.00
WDEED 8.00
TOTAL 466.30
CHECK 466.30

02/22/95 01 10:29 0001 3823

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



36100
IDENTIF. & REFERENCE

95 FEB 22 AM 10:29
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

CONT 105.80-

VOID

CON TX 105.80-
MOR TX 105.80
TOTAL 0.00
CHECK 0.00

02/22/95 01 10:29 0001 3824
CONT

No. 883516