THIS INSTRUMENT PREPARED BY:
HAYNES, WALKER & FREEMAN
P.O. Box 527
140 North Main Street
Goodlettsville, Tennessee 37072

9638-114

INSTALLMENT DEED

Address New Owners	Send Tax Bills To:	Map-Parcel
Ernest Wayne Pruitt 113 Harris Street Goodlettsville, TN. 37072	Same	part of Map 25-B parcel 24

FOR AND IN CONSIDERATION of the sum of *Thirty-One Thousand Eight Hundred Thirty-Eight and 33/100 Dollars ($31,838.33)*, of which ***ERNEST WAYNE PRUITT***, has executed a note of even date herewith for the principal sum of *Thirty-One Thousand Eight Hundred Thirty-Eight and 33/100 Dollars ($31,838.33)* to ***INA M. SMITH GARRETT***, payable in installments of *Four Hundred Fifty Dollars ($450.00)* per month for a total of eighty-four (84) months, said payments to include a five percent (5%) simple interest, ***INA M. SMITH GARRETT***, has this day bargained and sold, and do hereby transfer and convey unto the said ***ERNEST WAYNE PRUITT***, his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being a portion of Lot Nos. 8 and 9 on the Plan of the J.W. Harris subdivision, as shown on plat of record in Plat Book 547, page 46 in the Register's Office for Davidson County, Tennessee, and being more particularly described by a field run survey by R.L. Montoya, Land Survey's, Inc., as follows:

BEGINNING at an iron rod in the northern margin of Harris Street, said point being the southwest corner of the herein described tract; thence, leaving said margin, north 17 degrees 06 minutes 04 seconds east, 255.56 feet to an iron rod in the southern line of the Goodlettsville Church or Christ as of record in Deed Book 1148, page 646, Register's Office of Davidson County, Tennessee, said point being the northwest corner of the herein described tract; thence, with said line south 76 degrees 05 minutes 57 seconds east, 70.72 feet to an iron rod, said point being the northeast corner of the herein described lot; thence, leaving said line, south 10 degrees 41 minutes 51 seconds west, 263.29 feet to an iron rod in the northern margin of Harris Street, said point being the southeast corner of the herein described tract; thence, with said margin, north 71 degrees 40 minutes 22 seconds west, 100.00 feet to the point of beginning, containing 0.51 acres, more or less.

Being a portion of the property conveyed to Rupert N. Smith, and wife, Ina M. Smith, a widow, from Roger Ralph and wife, Erma Ralph, and A.L. Templeton and wife, Tommye Templeton, by Deed of record in Book 1286, page 651, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing restrictions and easements of record.

Maximum principal indebtedness for Tennessee recording tax purposes is $31,838.33.

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater, for this transfer is $31,838.33.

Subscribed and sworn to before me this 23rd day of March, 1995.

My Commission Expires: 9/27/97

(Affix Seal)

ERNEST WAYNE PRUITT, Affiant

Notary Public

This is improved property located in Goodlettsville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his successors, 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, except as noted herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his successors, 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof as they mature, as hereinafter provided, and for the consideration of *One Dollar ($1.00)* paid in cash, receipt of which is acknowledged, the said ***ERNEST WAYNE PRUITT***, hereinafter referred to as Trustor, hereby transfers and conveys unto Russell E. Freeman, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies, for the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said Trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the Trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustors upon demand of the Trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said Trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear five percent (5%) interest from the date of payment and shall become a part of the indebtedness secured hereby.

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force

or effect. But, if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due as herein provided, Trustors fail to reimburse the Trustee, or lawful owner and holder of said indebtedness for all sums with interest so expended by said Trustee or lawful owner and holder of said indebtedness within thirty (30) days from the 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness and installments thereof 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 (3) 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 trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 Trustor, its order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid, note or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above-named Trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

WITNESS my hand on this the 25 day of March, 1995.

Ina M Garrett
INA M. SMITH GARRETT

Ernest Wayne Pruitt
ERNEST WAYNE PRUITT

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

BK 9638 PG 147

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ***INA M. SMITH GARRETT ERNEST WAYNE PRUITT***, the within named bargainor, 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 Goodlettsville, Tennessee, on this the 25th day of March, 1995.

Dana M Meadows
NOTARY PUBLIC

My Commission Expires: 9/27/97

DANA M. MEADOWS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

'aximum Principal Indebtedness
- Tennessee Recording Tax
urposes is $ $31,838.33

INSTALLMENT DEED NOTE BK 9639 PG 118

Goodlettsville, Tennessee
March 24, 1995

FOR VALUE RECEIVED the undersigned promise to pay to the order of ***INA M. SMITH GARRETT*** the principal sum of *THIRTY-ONE THOUSAND EIGHT HUNDRED THIRTY-EIGHT AND 33/100 DOLLARS ($31,838.33)*, payable in installments as follows:

> On or before the 1 day of April, 1995, the sum of Four Hundred Fifty Dollars ($450.00), and thereafter a like amount on the 1 day of each succeeding month for a total of eighty-four (84) months, said payments to include a five percent (5%) simple interest.

All installments of both principal and interest due on this Note are payable in Goodlettsville, Tennessee, at par in lawful money of the United States of America, at a place designated by the holder.

This Note is secured by an Installment Deed of even date duly recorded in the Register's Office of Davidson County, Tennessee, made by Ernest Wayne Pruitt, to Russell E. Freeman, Trustee, conveying a tract of land in Goodlettsville, Tennessee, being more fully described in the aforesaid Installment Deed.

Privilege is reserved of paying any number of said payments or this Notice may be paid in full on any paying date.

Demand, notice, and protest are expressly waived and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice and, in the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

Ernest Wayne Pruitt
ERNEST WAYNE PRUITT

PICK-UP

48219
IDENTIFICATION REFERENCE

95 APR -4 AM 10:20

RECEIVED FOR RECORD AND RECORDED IN OFFICIAL RECORDS OF DAVIDSON COUNTY, TENNESSEE

173.13

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9636 PG 149

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 31838.33
MAMT 31838.33
CON TX 117.81
MOR TX 34.32
PRFEE 1.00
WDEED 20.00
TOTAL 173.13
CHECK 173.13

04/04/95 01 10:19 0001 7221

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

48219
IDENTIFICATION REFERENCE

95 APR -4 AM 10: 2[illegible]

[illegible]

No. 896748