INSTALLMENT DEED

BOOK 9643 PG 483

This Instrument Prepared by
Resource^2, Inc
Suite 111, 640 Spence Lane
Nashville, Tennessee 37217

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO	MAP/PARCEL NUMBERS
Resource^2, Inc. Suite 111, 640 Spence Lane Nashville, Tennessee 37217	Same	MAP 82-4 PAR- 234 27W-00015

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $10,000.00

For and in consideration of the sum of Fifteen Thousand ($15,000) Dollars, of which Five Thousand ($5,000) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder **Ten Thousand ($10,000) Dollars**, Resource^2, Inc. has executed an installment note of even date, payable to the order of Willie R. Mayberry in the principal sum of $10,000.00 in one installment as follows: on or before the 3rd day of April, 1995, said principal payment to be paid in full. Payment made after agreed date will cause interest to be paid on the principal amount at a per diem rate of $2.78 which is calculated at an interest rate of 10% (simple interest) per annum.

And providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Willie R. Mayberry, a widower, has this day bargained and sold, and do hereby transfer and convey unto the said Resource^2, Inc., it's (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being the southerly 45 feet of lots Nos. 26 and 27 on the Map of Carter Lane Place, as of record in book 547, page 105, Register's office for said County.

Said part of lots Nos. 26 and 27 fronts 45 feet on the westerly side of Apex, formerly Nathan Street and runs back between parallel lines, 100 feet to a dead line.

Being the same property conveyed to Willie R. Mayberry and wife Dovie M. Mayberry, now deceased, by deed from Laura B. Hackett, of record in book 4479, page 761, said Register's Office. The said Dovie M. Mayberry having since died.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $15,000 x amy Affiant

Subscribed and sworn to before me, this the 24th day of MARCH, 1995

My Commission expires 3/22/97 Notary Public Grace W. Hall

(Affix Seal)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

This is Unimproved [ ] Improved [X] property, known as **874 Apex Ave., Nashville, Tennessee**

0055 04/12 0101 01CASH 73.70

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Resource^2, Inc. their (successors), 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. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Resource^2, Inc. it's (successors), heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment to 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 paid in cash, receipt of which is acknowledged, the said Resource^2, Inc. hereinafter referred to as trustors, hereby transfer and convey unto Harold Reeves, 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:

Trustors 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 the sum of $10,000.00, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if andy, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness or his interest may appear.

Trustors further agree 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, andy 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

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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 10 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors 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 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments therof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is herby 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, 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, th proceeds will be applied by the trustee as follows:

!st. 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 andy 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 trustors, their 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 Registers 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 this 24th day of March, 1995, the corporate party, if any, having caused its name to be signed hereto by its duty authorized officers on said day and date.

Amy Christison, Pres

Amy Christison, President
Resource2, Inc.

Willie Ray Mayberry

Willie R. Mayberry

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Amy Christison, the bargainor, with whom I am personally acquainted, (or proved to me upon the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be President of Resource2, Inc., the within named bargainor, a corporation, and she, as such officer, executed the within instrument for the purpose therein contained, by signing the name of the corporation by herself as such officer.

Witness my hand and official seal at Nashville, Tennessee, this 24 day of March, 1995.

Notary Public (Seal)

Gene A. Lee

NOTARY PUBLIC AT LARGE

My Commission expires: 3/22/97

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Willie R. Mayberry, the bargainor, with whom I am personally acquainted, (or proved to me upon the basis of satisfactory evidence) and who acknowledged that he executed the within named instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 27 day of March, 1995.

Notary Public (Seal)

Sherry Barton

My Commission expires: 8-3-96

50808

PICK-UP

12 MAR 95 10:50

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9643 PG 485

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 15000.00
				MAMT 10000.00
				CON TX 55.50
				MOR TX 9.20
				PRFEE 1.00
				WDEED 8.00
				TOTAL 73.70
				CASH 73.70
04/12/95	01			10:50 0001 0055

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

50808
IDENTIFICATION REFERENCE

95 APR 12 AM 10:50

DAVIDSON COUNTY

No. 899548