THE MAXIMUM INDEBTEDNESS FOR TENN. RECORDING TAX PURPOSES IS $ 40,000.00

INSTALLMENT DEED BOOK 9657 PG 423

THIS INSTRUMENT WAS PREPARED BY:		
Frank E. Lee, Attorney, 4800 Charlotte Ave., Nashville, TN 37209		
NEW OWNER(S)	SEND TAX BILLS TO:	MAP-PARCEL
		Map
Edward A. Holman, et ux	Same	095-03-0-A
		Parcel
2926 Fernbrook Lane		038.00
Nashville, TN 37214		

FOR AND IN CONSIDERATION OF THE SUM OF FIFTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($58,400.00) OF WHICH EIGHTEEN THOUSAND FOUR HUNDRED AND 00/100 ($18,400.00) HAS BEEN PAID BY GRANTEES, FOR ALL OF WHICH GRANTOR HEREBY ACKNOWLEDGES AND FOR THE REMAINDER GRANTEES HAVE THIS DATE EXECUTED THEIR PROMISSORY NOTE, HEREINAFTER REFERRED TO A LIEN NOTE, IN THE PRINCIPAL AMOUNT OF FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00) PAYABLE TO GRANTOR, **LAVON P. MATHIS**, SAID AMOUNT TO BE PAID IN A SINGLE LUMP SUM INSTALLMENT OF FORTY THOUSAND AND 00/100 DOLLARS ($40,000.00) ON OR BEFORE SEPTEMBER 1, 1995 AND SHALL NOT INCLUDE INTEREST. SAID PROCEEDS PURSUANT TO THE CONTRACT FOR SALE OF REAL ESTATE SHALL BE APPLIED FIRST TO PAY OFF THE BALANCE OWED ON A DEED OF TRUST OF RECORD IN BOOK 7963, PAGE 75, R.O.D.C., TENNESSEE WITH BALANCE TO GRANTOR.

I, **Lavon P. Mathis**, unmarried, hereinafter called the Grantor, have this day bargained and sold, and do hereby transfer and convey unto **Edward A. Holman** and wife, **Katherine E. Holman**, hereinafter called Grantees, all my right, title and interest in and to the below described property, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract or parcel of land located in the Third Civil District of Davidson County, Tennessee, being Unit No. 38 of Magnolia Square Condominiums, as of record in Book 5200, Page 702, as amended in Book 6685, Page 253, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete description.

Being the same property conveyed to Lavon P. Mathis, unmarried, by virtue of a deed from Charles H. Turner and wife, Virginia L. Turner, as of record in Book 7963, Page 72, R.O.D.C., Tennessee.

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

Unit No. 38, Magnolia Square Condominiums, 2258 Lebanon Rd., Nashville, TN
(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 Grantees, their 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 the same is unencumbered except for Deed of Trust of record in Book 7963, Page 75, R.O.D.C., Tennessee and 1995 Taxes.

I further covenant and bind myself, my 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 **Frank E. Lee**, 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 upon taking possession from Grantor 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 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 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 grantor(s) 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 Grantor and Grantees, have hereunto set our hands this the 27 day of April, 1995.

BOOK 9657 PG 425

Lavon P. Mathis
LAVON P. MATHIS - GRANTOR

Edward A Holman
EDWARD A. HOLMAN - GRANTEE

Katherine E. Holman
KATHERINE E. HOLMAN - GRANTEE

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 **Lavon P. Mathis**, unmarried, and **Edward A. Holman** and wife, **Katherine E. Holman**, 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 27th day of April, 1995.

Joyce Jordan
NOTARY PUBLIC

JOYCE JORDAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: 7-26-97

[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON) The actual consideration or value whichever is
[ ) greater, for this transfer is: $ **58,400.00**

[Subscribed and sworn to before me,
[this the 27th day of April, 1995.

Edward A Holman
Affiant

Joyce Jordan
[**NOTARY PUBLIC**
[My commission expires: 7-26-97
(Affix Seal)

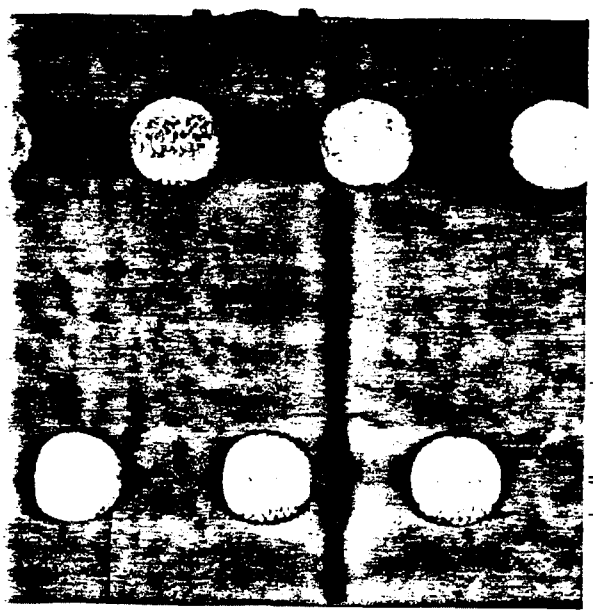
JOYCE JORDAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

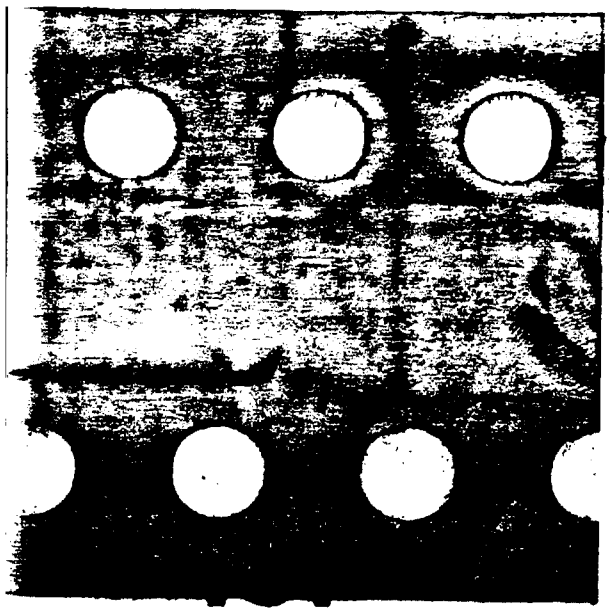
55712
IDENTIF. & REFERENCE

95 APR 28 AM 10:06
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

5453 04/28 0101 03CHECK 272.78





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9657 PG 426

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 58400.00
MAMT 40000.00
CON TX 216.08
MOR TX 43.70
PRFEE 1.00
WDEED 12.00
TOTAL 272.78
CHECK 272.78

04/28/95 01 10:06 0001 5453

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

55712
IDENTIF. & REFERENCE

95 APR 28 AM 10: 06
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 904892