L.H Craig

FORM 1008

INSTALLMENT DEED

BOOK 9657 PG 740

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Melissa G. Davis	Same	Map 52-1
(NAME)	(NAME)	
505 Idlewild Avenue		Parcel 132
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, TN 37115		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of ($39,000) Thirty-nine thousand dollars and no/100 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 having executed one promissory note of even date herewith in the principal amount of $38,000 payable to Morris S. Craig, L.H. Craig and David W. Halliburton in 216 monthly installments of $380.00 each. Interest at the rate of 10% per annum is included in the $380.00 monthly installments. Said installments are first to be applied to the interest with the remainder being applied to the principal. The 1st of these installments is to fall due on April 1, 1995, and on the 1st day of each succeeding month thereafter until the note is paid in full. Any payment not received by the 10th of the month in which it is due will carry a late charge of 3% of said note.

RECORDERS MEMO
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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,

We, Morris S. Craig, L.H. Craig and David W. Halliburton

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

Melissa G. Davis

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

Being Lot 11 of Block "F" on the initial plat of Crittenden Estates Subdivision and of record in Book 974, page 69, Register's Office for said county.

Said Lot No. 11 fronts 55 feet on the Easterly side of Idlewild Ave. and runs back 138.9 feet on the Northerly line and 139 feet on the Southerly line to a dead line, measuring 55 feet thereon.

Being the same property conveyed to Marie M. Halliburton by Quit Claim Deed and of record in Book 774, page 354. Same property was conveyed to Morris S. Craig, L.H. Craig, and David W. Halliburton, and of record in Will Book 9440, pages 174, 175, 176, 177, 178, Register's office for said county.

Probate No. 95P-307

Maximum Principal Indebtedness for Tennessee Recording tax purposes is $38,000.00

This is unimproved (X) improved ( ) property, known as 505 Idlewild Avenue (House Number) (Street) Madison (P. O. Address:) Tn (City or Town) 37115 (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 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 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 of Nashville, T 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 $ indebtedness 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, [illegible] 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, 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. 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:

***Please see attached ammendment sheet.

Exhibit "A"

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 18th day of March April

19 95

Melissa G. Davis

Morris S. Craig

David W. Halliburton

L. H. Craig

RECORDERS MEMO
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NOTARY PUBLIC

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 MORRIS S. CRAIG, DAVID W. HALLIBURTON, L.H. CRAIG, AND Melissa G. Davis the bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, TN on this the 18th day of March 95

Commission Expires MARCH 21, 1998

X Walton A Walker
Notary Public

STATE OF _____
County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / herself / themselves } to be the _____ and _____ respectively of the _____ the within named Bargainor, a corporation, and that { he / she / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office in _____ on this the _____ day of _____, 19__.

My Commission expires _____

_____
Notary Public

Notary to sign AND Place Seal

INSTALLMENT DEED
FROM
Morris S. Craig, Jr. & Craig
David W. Halliburton
TO
Melissa Davis

Attorneys Title Company
Title Guaranty
NASHVILLE, TENN.

04-12-1995 02:53PM 615 254 8443 P.02

I
Mo
Dav
Me
At

Exhibit A

INSTALLMENT DEED/INSTALLMENT DEED NOTE "AMMENDMENT" 9657 PG 742

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than Ten (10) days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance.

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5608 04/28 0101 03CHECK 198.70

State of Tennessee
County of Davidson

The actual consideration or value whichever is greater for this transfer is $ 39,000.00

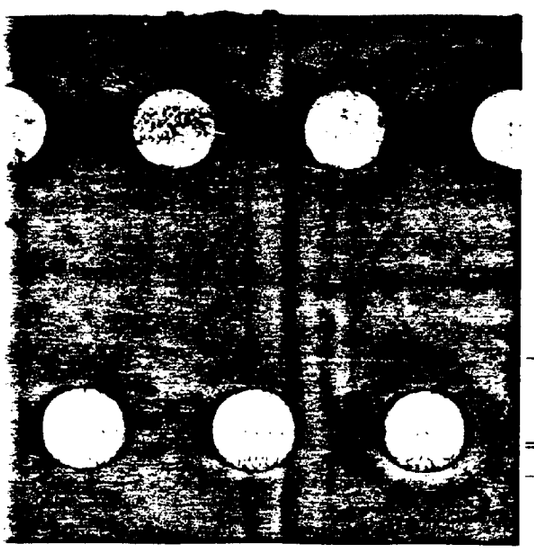
Jennifer Davenport
affiant

Subscribed and sworn to before me, this the 18th day of April, 1995.

Lori Holloway
notary public
commission expires:10-9-95

95 APR 28 PM 12:22
FELIX E. ELLSWORTH REGISTER
DAVIDSON COUNTY, TN.

55864
IDENTIF. + REFERENCE



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

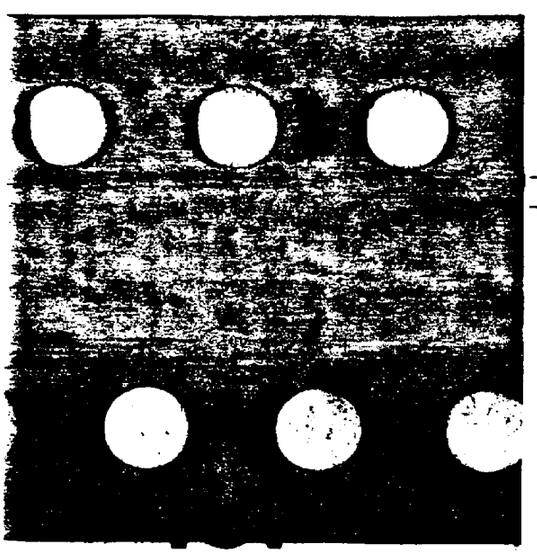
RECEIVED OF _____

FOR _____

BOOK 9657 PG 743

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	39000.00
MAMT	38000.00
CON TX	144.30
MOR TX	41.40
PRFEE	1.00
MISC	12.00
TOTAL	198.70
CHECK	198.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

55864
IDENTIF. ↑ REFERENCE

95 APR 28 PM 12:22
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

04/28/95 01 12:22 0001 5608

No. 905046