THIS INSTRUMENT PREPARED BY: Gail P. [illegible], Attorney
219 2nd Avenue, North
First Floor Suite
Nashville, TN 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Charles Sabourin, et ux	Charles Sabourin	172-12A-162CO
(NAME) 308 Burgandy Hill Trail	(NAME) 308 Burgandy Hill Trail	6D-77875
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37211	(STREET ADDRESS) Nashville TN 37211	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Forty Three Thousand Five Hundred (143,500.00) ---------- *Dollars,*

of which Ten Thousand ($10,000.00) ---------- BOOK 9701 PG 563 ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Thirty Three Thousand Five Hundred ($133,500.00) ---------- *Dollars,*

Charles Sabourin and wife, Susan Sabourin ---------- *have executed*

their promissory note, bearing interest on the unpaid principal balance of eight (8%) percent per annum with principal and interest payments due on the first day of each month in equal installments of Nine Hundred Seventy Nine and 50/100 ($979.59) Dollars, with the entire principal balance plus all accrued interest due on or before June 9, 1997. The first said payment shall be due ~~July~~ Aug 1, 1995. Said note is incorporated herein by reference.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR
TENNESSEE RECORDING TAX PURPOSES
IS $133,500.00

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, F. Murray Parker, unmarried ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Charles Sabourin and wife, Susan Sabourin ---------- their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 66, Section Nine, on the Plan of Bradford Hills, of record in Book 7900, page 6, and Book 7900, page 414, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description thereof.

BEING the same property conveyed to F. Murray Parker by deed of record in Book 9613, page 153, Register's Office for Davidson County, Tennessee.

95 JUN 15 AM 8:03
FELIX A. [illegible] II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. + REFERENCE
0070017

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 143,500.00

Subscribed and sworn to before me, this the 12th day of June, 19 95.

Sutton M. Bradley
Affiant

My commission expires: Feb 1, 1998
(Affix Seal)

W. Joyce Bradley
Notary Public

Charles Sabourin and wife, Susan Sabourin, assign to F. Murray Parker all rentals from the above premises from and after default in the terms of this instrument. Until a default occurs, all rentals shall be the property of Charles Sabourin and wife, Susan Sabourin, thereafter they shall be the property of F. Murray Parker.

A penalty of five (5%) percent of the total amount of the monthly payment shall be due with any payment received by the Holder of the note secured by this instrument after the thirteenth (13th) day of any month.

The note secured by this Instrument contains certain provisions and obligations concerning payment of taxes and insurance, which terms and provisions are incorporated herein by reference. All payments must include 1/12 the annual amount of taxes and insurance.

Failure to keep the property in good repair and maintenance; failure to pay the Homeowner's maintenance fees and assessment; failure to keep the property insured, as herein provided, and to furnish holder a paid receipt and certificate of coverage at least annually; failure to pay taxes or assessments when due; and failure to pay any installment when due will constitute a breach of the terms of this documents and all sums due hereunder shall become immediately due and payable.

BOOK 9701 PG 564

In the event holder must pay any assessments, taxes, repairs or insurance premiums to protect their interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note. The making of any payment by the holder on behalf of the Grantees shall not constitute a waiver of holder's right to accelerate hereunder.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

This is improved (X) unimproved ( ) property, known as 308 Burgandy Hill Trail, Nashville, Tennessee 37211
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles Sabourin and wife, Susan Sabourin, 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.*

1995 taxes; Plan of record in Book 7900, page 6, and Book 7900, page 414, Register's Office for Davidson County; Declaration of Covenants, Conditions and Restrictions for 8069, including, but not limited to, easements, assignments, special assessments, charges and liens, contained in an instrument of record in Book 8069, page 170, and Book 8621, page 252, said Register's Office; By-Laws of record in Book 8071, page 531; and Charter of record in Book 8071, page 520, said Register's Office; Dedication of common areas of record in Book 8154, page 304; and that certain Deed of Trust in favor of First Tennessee Bank from F. Murray Parker, Register's Office for Davidson County, Tennessee.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles Sabourin and wife, Susan Sabourin ---------- their ------- *(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 paid in cash, receipt of which is acknowledged, the said Charles Sabourin and wife, Susan Sabourin ----------

hereinafter referred to as trustors, hereby transfer and convey unto Diane Reynolds, 219 2nd Avenue, N. Nashville, TN 37201 *Trustee, her 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 $....., or at least 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.

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, 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 12% *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 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 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, 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.

*The statutory right of redemption is expressly waived.

BOOK 9701 PG 565

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 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1 *day of* June, *19* 95.

Charles Sabourin

Susan Sabourin
by Charles Sabourin
Attorney-in-fact

F. Murray Parker

W. JOYCE BRADLEY NOTARY PUBLIC WILLIAMSON COUNTY, TENNESSEE

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Williamson }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Charles Sabourin ~~and wife, Susan Sabourin~~

the within named bargainor, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.* and who acknowledged that he also executed the foregoing instrument in behalf of Susan Roy Sabourin and acknowledged that he executed the same as the free act and deed of Susan Roy Sabourin

Witness my hand and official seal at ~~Nashville~~, Brentwood, *Tennessee, this* 10th *day of* June, *19* 95.

W. Joyce Bradley *Notary Public*

Commission expires Feb 1, 1998

699-18 06-15-95 10:10 CHECK

BOOK 9701 PG 566

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* F. Murray Parker

the within named bargainor , with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* day of June, *19* 95

Notary Public

Commission expires 7/27/96

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, 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 .

INSTALLMENT DEED

FROM
F. Murray Parker

TO
Charles Sabourin and wife,
Susan Sabourin

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9701 PG 567

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 143500.00
MAMT 133500.00
CON TX 530.95
MOR TX 151.23
PRFEE 1.00
TDEED 16.00
ERR CO
TDEED 16.00-
MISC 16.00
TOTAL 699.18
CHECK 699.18

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00700117
IDENTIF. ↑ REFERENCE

95 JUN 15 AM 8:03
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

06/15/95 01 08:05 0001 1168

No. 920408