BK/ 9713:676

FROM: Jewel E. Fishburn
(Wife deceased), GRANTOR

TO: Matthew Hartman and wife,
Carol Hartman, GRANTEES

THIS INSTRUMENT WAS PREPARED BY:

Mark J. Fishburn, Attorney
100 Thompson Lane
Nashville, Tennessee 37211

INSTALLMENT DEED

3444 06/27 0101 03CHECK 459.75

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel No.
Matthew & Carol Hartman 932 Neuhoff Lane Nashville, TN 37205	Same	129-11 55

(FOR REGISTER'S USE)

95 JUN 27 PM 2:17
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 95,000.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

Carol Hartman
AFFIANT

Subscribed and sworn to before me, this the 26th day of June, 1995.

Tom R. Smith III
NOTARY PUBLIC

My Commission Expires: 11/20/96

00073878
IDENTIF. & REFERENCE
MAIL ENV.

FOR AND IN CONSIDERATION OF the sum of One Hundred Thousand Dollars ($100,000.00), of which Five Thousand Dollars ($5,000.00) has been paid in cash by **MATTHEW HARTMAN AND WIFE, CAROL HARTMAN,** the Grantees, the receipt of which is hereby acknowledged, and for the remainder the said Grantees have executed their Promissory Note of even date payable to **JEWEL E. FISHBURN,** Grantor, or his successors, heirs, executors or assigns, in the principal sum of Ninety-Five Thousand Dollars ($95,000.00), with no interest accruing thereon, and to secure the payment of said Promissory Note a lien is expressly retained on the land herein conveyed, **JEWEL E. FISHBURN,** 151 Flora Lane, Manchester, Tennessee 37355, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto **MATTHEW HARTMAN AND WIFE, CAROL HARTMAN,** 932 Neuhoff Lane, Nashville, Tennessee 37205, hereinafter called Grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows, to wit:

Being Lot No. 186 on the plan of Section I Warner Park Valley of record in Book 3600, pages 12, 13 and 14, Register's Office for said County.

Said Lot No. 186 fronts 95.7 feet on the east side of Neuhoff Lane and runs back 152.44 feet on the north line and 150 feet on the south line to a dead line in the rear measuring 106.74 feet thereon.

Being the same property conveyed to Jewel E. Fishburn and wife, Sally C. Fishburn (Deceased), by Warranty Deed from Murphree Realty Company, of record in Book 3701, page 299, said Register's Office.
This conveyance is made subject to restrictions in Book 3466, page 89, originally made applicable to Triangle Ranchland, Section 1, but subsequently made applicable to Section I

Warner Park Valley of record in Book 3600, pages 12, 13 and 14 by an instrument of record in Book 3577, page 511, which instrument also amends Paragraph 15, Section B of said restrictions, and to the Easements and Limitations shown on the Map of Record in Book 3600, pages 12, 13 and 14, Register's Office for said County.

This is improved property known as 932 Neuhoff Lane, Nashville, Tennessee 37205.

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. Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

Grantor further covenants and binds himself, his 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 note, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, said Grantees herein, do hereby transfer and convey unto **JEWEL E. FISHBURN**, 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 **$100,000.00** until the note 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 and holder of said note, 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 note, 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 herein, the same to bear interest from the date of such pay. Now, if we, the said Grantees, shall pay the note aforesaid when due, according to its 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 said note 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 note for all sums with interest, expended by said Trustee or lawful owner and holder of said note, 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 note, or any note 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 (20) 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 Courthouse 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 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 note or, if more than one, then 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 27th day of June, 1995.

Jewel E. Fishburn
JEWEL E. FISHBURN

Matthew Hartman
MATTHEW HARTMAN

Carol Hartman
CAROL HARTMAN

BOOK 9713 PG 678

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Tom R. Smith, a Notary Public in and for said County and State, the within named JEWEL E. FISHBURN, bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 26th day of June, 1995.

Tom R. Smith
NOTARY PUBLIC

Commission Expires: 11/20/96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Tom R. Smith, a Notary Public in and for said County and State, the within named MATTHEW HARTMAN, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 27th day of June, 1995.

Tom R. Smith
NOTARY PUBLIC

Commission Expires: 11/20/96

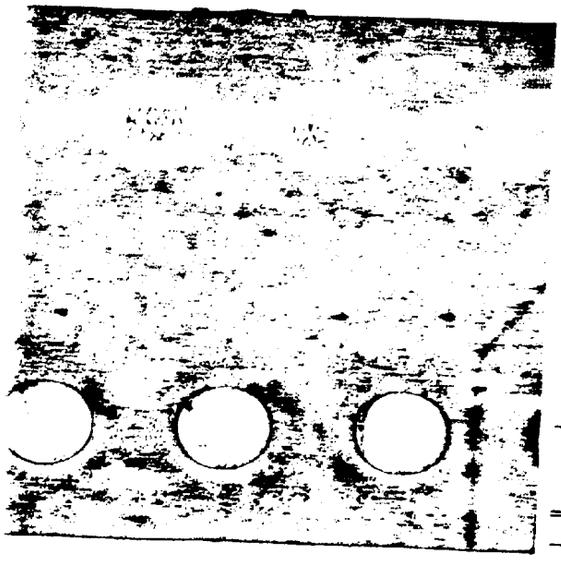
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Tom R. Smith, a Notary Public in and for said County and State, the within named CAROL HARTMAN, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 26th day of June, 1995.

Tom R. Smith
NOTARY PUBLIC

Commission Expires: 11/20/96



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

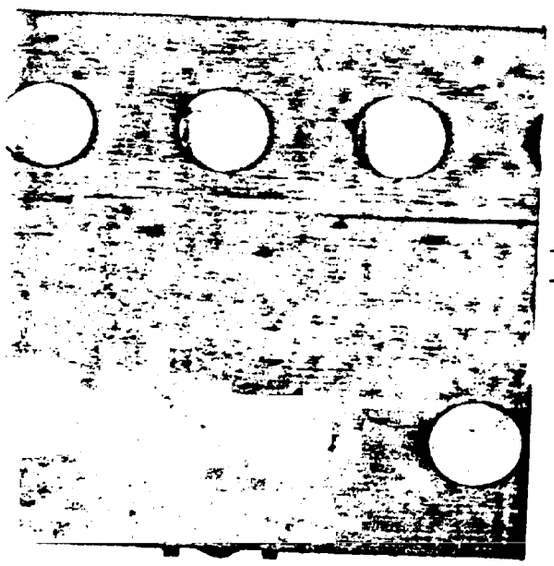
RECEIVED OF _____

FOR _____

BOOK 9713 PG 679

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 100000.00
MAMT 95000.00
CON TX 370.00
MOR TX 106.95
PRFEE 1.00
WDEED 12.00
TOTAL 489.95

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 489.95

06/27/95 01 14:19 0001 5444

0073878
IDENTIF. ↑ REFERENCE

95 JUN 27 PM 2:17
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 924639