Box 28

BOOK 9871 PG 965

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

CARL MCWHIRTER AND WIFE,

MARY MCWHIRTER

TO

EDWARD BERRY

For draftsman's use

This instrument prepared by
Devereaux D. Cannon, Jr.,
Attorney at Law
344 Fourth Avenue, North
Nashville, TN 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
EDWARD BERRY (NAME)	EDWARD BERRY (NAME)	72-14-164 &
5773 Mt. View Road (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	72-14-166
Antioch, Tn 37013 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

95 NOV 29 PM 1:14

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 35,000.00 Edward Berry Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 22nd DAY OF Nov., 1995.

Notary Public

MY COMMISSION EXPIRES: 11/22/98

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Five Thousand and No/100---------- ($35,000.00) ---------- DOLLARS

of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantees has executed his one note of even date herewith in the principal amount of $35,000.00, payable to the order of Carl McWhirter and wife, Mary McWhirter, in 60 monthly installments of $676.65 each, the first of which is due and payable on the 22nd day of December, 1995, and thereafter a like amount on the 22nd day of each succeeding month, until the 22nd day of November, 2000, at which time the remaining unpaid balance shall become due and payable. Said payments include interest at the rate of 6% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $35,000.00.

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 expresaly retained on the land herein conveyed,

CARL MCWHIRTER AND WIFE, MARY MCWHIRTER

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

EDWARD BERRY

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

(SEE ATTACHED EXHIBIT "A")

2710 11/29 0101 03CHECK 184.45

THE PREPARER OF THIS INSTRUMENT DID NOT CONDUCT A SEARCH OR EXAMINATION OF THE TITLE TO THE SUBJECT PROPERTY, AND NO REPRESENTATION IS MADE BY THE PREPARER AS TO THE STATUS OF TITLE, THIS INSTRUMENT HAVING BEEN PREPARED FROM INFORMATION FURNISHED TO THE PREPARER BY THE PARTIES HERETO.

This is unimproved ( ) improved (XX) property, known as 1609 Straightway Ave. & 2406 N. 16th Street, Nashville, TN 37206
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

012691 I

IDENTIFICATION REFERENCE

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 represenatives, 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 Ernest D.Hill, Sumner County, TN 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 $ insurable value 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 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 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, 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 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 22nd day of November 19 95.

EDWARD BERRY

CARL McWHIRTER

MARY McWHIRTER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 9871 PG 966

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named EDWARD BERRY; CARL McWHIRTER AND WIFE, MARY McWHIRTER 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 22nd day of November, 19 95.

NOTARY PUBLIC AT LARGE

Notary Public

Commission expires 11/28/98

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, (or proved to me on the basis of satisfactory evidence), 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 _____

EXHIBIT "A"

Three tracts of land in Davidson County, Tennessee, described as follows:

Tract No. 1:

Being the southwest part of Lot No. 34 on the Plan of Brownsville, of record in Book 21, page 9, R.O.D.C., Tennessee, described as follows:

Beginning at a point on the northerly margin of Straightway Avenue at the southeast corner of Lot No. 7, in G. A. Pickup's Subdivision of record in Book 974, page 43, R.O.D.C., Tennessee; thence northerly along the easterly line of said Lot no. 7, 150 feet to the southeast corner of Lot No. 15 in Pickup's Subdivision, being the southwest corner of the property conveyed to Fred W. Pirtle by deed from S.L. Downing, of record in Book 1308, page 532, R.O.D.C., Tennessee; thence in an easterly direction, along Pirtle's south line, 90 feet more or less, to a point in the westerly margin of the right-of-way of the L. & N. R.R.; thence in a southeasterly direction, along said right-of-way, 200 feet more or less to a point in the northerly margin of said Straightway Avenue; thence in a westerly direction, along the northerly margin of said Avenue, 220 feet more or less to the point of beginning.

Being the same property conveyed to Fred Pirtle, Jr. by deed from Ella Mai Pirtle, reserving to herself a life estate, of record in Book 7312, page74, said Register's Office, the said Fred Pirtle, Jr. and Ella Mai Pirtle having since died. The Will of Fred W. Pirtle, Jr. of record in Will Book 174, page 216, Davidson County Probate Court Clerk's Office devised the subject property to Sylvia M. Pirtle.

Tract No. 2:

Being a triangular part of Lot No. 34 on the Map of Brownsville, of record in Book 21, page 9, R.O.D.C., Tennessee, and described as follows:

Beginning at a point on the westerly margin of the L & N RR right-of-way, 200 feet more or less, northerly from the north margin of Straightway Avenue, at the northeast corner of the property conveyed to Fred W. Pirtle et ux, by deed of record in Book 1307 , page 229, said Register's Office; thence along the margin of said railroad right-of-way, northerly 156 feet more or less to a point in the easterly line of Lot No. 17 on the Map of G.A. Pickup's Addition, of record in Book 974, page 43, R.O.D.C., Tennessee; thence with the line of said lot, and along the easterly line of Lots Nos. 15 and 16, southerly 124 feet to the common corner of lots Nos. 15 and 7 of said Pickup's Subdivision, and the northwest corner of the Pirtle property above mentioned; thence with Pirtle's north line easterly 90 feet more or less, to the point of beginning.

Tract No. 3:

Being lot No. 15 on the Map of G.A. Pickup's Addition as of record in Book 974, page 43, R.O.D.C., Tennessee.

Said lot No. 15 fronts 50 feet on the easterly side of North 16th Street and runs back between parallel lines 200 feet to a dead line.

Tract No. 2 being the same property conveyed to Fred W. Pirtle by deed from S.L. Dowing, unmarried of record in Book 1308, page 532.

Tract No. 3: Being the same property conveyed to Fred W. Pirtle by deed from John W. Myers and wife Mary Hamlett Myers of record in Book 1101, page 64, said Register's Office . Fred W. Pirtle died intestate on August 16, 1972, leaving wife Ella Mai Pirtle, daughter Frances Pirtle Petty and son, Fred W. Pirtle, Jr. as his sole heirs at law. Frances Pirtle Petty died intestate on July 19, 1974 leaving daughter Patricia Ann Petty as her sole heir at law. The interest of Ella Mai Pirtle reserving a life estate was conveyed to Fred Pirtle, Jr. by deed of record in Book 7312, page 74, said Register's Office , the said Ella Mai Pirtle having since died. Fred W. Pirtle, Jr. died December 9, 1990 and his Will of record in Will Book 174, page 216, Davidson County Probate Court Clerk's Office having devised his interest in the subject property to Sylvia M. Pirtle.

BEING THE SAME PROPERTY CONVEYED TO CARL McWHIRTER AND WIFE, MARY McWHIRTER, BY DEED FROM SYLVIA M. PIRTLE AND PATRICIA ANN PETTY, OF RECORD IN BOOK 9868 PAGE 862 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9871 PG 969

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	35000.00
MAMT	35000.00
CON TX	129.50
MOR TX	37.95
PRFEE	1.00
WDEED	16.00
TOTAL	184.45
CHECK	184.45

11/22/95 01 13:14 2001 2710

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0126911

IDENTIFICATION REFERENCE

95 NOV 22 PM 1:14

DAVIDSON COUNTY, TN.

No. 981227