Maximum principal indebtedness
for Tennessee Recording purposes
is $39,000.00

Installment Deed

Prepared by:
Jimmy A. Duncan
4904 Charlotte Ave.
Nashville, TN 37209

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Hillard L. Sylvester etux	SAME	91-2-324
(NAME) 5902 Robertson Rd	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville TN 37209	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

3336 02/13 0101 03CHECK 306.95

BOOK 10795 PG 39

FOR AND IN CONSIDERATION of the sum of Forty Two Thousand and no/100 - - - - - - - - - - - - - - - - - - ($42,000.00) - - - - - - - - - - - - Dollars,

of which Three Thousand and no/100 - ($3,000.00) - - - - - Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Thirty Nine Thousand and no/100 - ($39,000.00) - - - - - - - - - - Dollars,

Hillard L. Sylvester and wife, Katie C. Sylvester have executed

Their promissory note of even date herewith in the principal amount of $39,000.00 payable to the order of John D. Barnes and wife, Sallye P. Barnes in 119 monthly installments of $354.29 and a final payment in the amount of $33,058.45, with the first payment of $354.39 due and payable on March 12, 1998, and a like amount on the 12th day of each month thereafter (except the final payment in the amount of $33,058.45). Said installments include both principal and interest at the rate of ten (10%) percent per annum

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. We, John D. Barnes and wife, Sallye P. Barnes

have this day bargained and sold, and do hereby transfer and convey unto the said Hillard L. Sylvester and wife, Katie C. Sylvester

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee, being Lots Nos. 1314 and 1316 of Block 45, Plan No. 2, West Nashville, as of record in Book 57, page 172, Register's Office for Davidson County, Tennessee.

Said Lots Nos. 1314 and 1316 front together 50 feet on the southerly side of California Avenue and run back between parallel lines 150 feet to an alley.

Being the same property conveyed to John D. Barnes and wife, Sallye Barnes by deed from Phillip M. Denning and wife, Deborah L. Denning of record in Book 5527, page 663, Register's Office for Davidson County, Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $42,000.00

Subscribed and sworn to before me, this the 11th day of February, 1998

Affiant

My commission expires: 10-23-98

(Affix Seal)

Notary Public

This is improved ( ) unimproved (X) property, known as 5407 California Ave., Nashville, TN 37209
(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 Grantors, their (successors),

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 said real estate to said Grantees, 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 Grantees

hereinafter referred to as trustors, hereby transfer and convey unto Jimmy A. Duncan, Trustee, 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 $ 39,000.00, 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 6 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 such litigation.

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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

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Witness our *hand* ## *this* 11th *day of* February, *19* 98, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Hillard Sylvester — John D Barnes
Katie C Sylvester — Sallye B Barnes

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John Duncan, *a Notary Public in and for said County and State, the within named* John D. Barnes and wife, Sallye P. Barnes and Hillard L. Sylvester and wife, Katie C. Sylvester

the bargainor S, *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* 11th *day of* February, *19* 98.

My commission expires 5-23-98 *Notary Public* [signature]

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* _____ *to be the* _____ *and* _____ *respectively of* _____, *the within named bargainor, a corporation, and that* _____ *as such* _____ *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____ *as* _____.

Witness my hand and seal, at office in _____, *this* _____ *day of* _____, *19*____.

_____ *Notary Public*

Commission expires _____

98 FEB 13 AM 3:06

04008 20

IDENTIFICATION REFERENCE

PICK-UP

INSTALLMENT DEED

FROM

TO

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

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

RECEIVED OF _____

FOR _____

BOOK 10795 PG 41

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 42000.00
MAMT 39000.00
CON TX 155.40
MOR TX 42.55
PRFEE 1.00
MISC 8.00
TOTAL 206.95

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 206.95

02/13/98 01 15:07 0001 3556

0400820
IDENTIF. ↑ REFERENCE

98 FEB 13 PM 3:06

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1254070