INSTALLMENT DEED Form No. WD-4

FROM
Nathan Wall

TO
Jason E. Swafford

For draftsman's use

BOOK 11448 PG. 1

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jason E. Swafford (NAME)	same (NAME)	Map 60-2
709 Marlin Park (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 14
Madison, Tn. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00 Jason E. Swafford
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF March April 19 99.

Notary Public

MY COMMISSION EXPIRES: 3/25/2000

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-five Thousand and 00/100 ($ 35,000.00) DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has given his note of even date in the sum of 32,000.00 to Grantor.

Reference is here made to the terms and conditions of said note

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

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,

I, Nathan Wall

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

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

Land in Davidson County, Tennessee, being Lot No. 1 of the Plan of Laverne Acres, as of record in Book 2330, Page 14, Register's Office for said County, to which plan reference is hereby made for a more complete description of said Lot.

INCLUDED in the above described real property but hereby expressly EXCLUDED therefrom is that certain parcel of land conveyed to the State of Tennessee in Book 4509, Page 572, said Register's Office, as follows:

Beginning at a point in the southerly margin of Ewing Drive, said point being the common corner of Lots Nos. 1 & 2 on said Plan and being Fred E. Thompson's northeast corner; thence, with said margin, eastwardly 187 feet, more or less, to the beginning of a curved line to the left; thence, with said curved line 30.9 feet, more or less, to a point in the westerly margin of Brick Church Pike; thence, with a curved line to the right which is at all point 25 feet southerly from the said margin of Ewing Drive for a distance of 210 feet, more or less, to a point which is 150 feet northeast of the centerline of proposed I-14; thence, South 39 deg. 07 minutes 47 seconds East 230 feet, more or less, to a point in Clarennce Litton's north boundary line; thence with said boundary line westardly 200 feet, more or less, to the southeast corner of Lot No. 2 on said Plan; thence, with the common line between Lots 1 & 2 of said Plan northwardly 172.4 feet, more or less, to the point of beginning and containing 22,150 square feet.

Being part of the same property conveyed to Charles G. Dunbar, single, and Darryl J. Moore, single, by deed from Charles L. Hendricks, Sr. of record in Book 9434, Page 449, Register's Office for Davidson County, Tennessee.

EXCLUDED herefrom is 1,377 sq. ft. of property and a temporary easement for working area condemned by the State of Tennessee by suit in the Circuit Court of Davidson County, Tennessee, Docket #96c-1182, to which reference is here made for a more complete and accurate description.

Being the same property conveyed to Nathan Wall by deed of record in Book 10966, Page 665 Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as 400 Ewing Drive (House Number) (Street) Nashville (P. O. Address:) Tennessee (City or Town) 37207 (Postal Zone)

This property is unimproved and has not been used as a the residence of Grantor or Grantee. Grantee assumes and agrees Grantee assumes and agrees to pay all 1999 Real Estate Taxes on the subject property

Prepared by - Hewlett Shott, Atty
3721 A West End Ave

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 Hunter Short 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 $ 0 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 herein, 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 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.
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 23rd day of April 19 99

Nathan Wall

Jason E. Swafford

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 Nathan Wail and Jason E. Swafford 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 23 day of May, 1999

Notary Public

Commission expires 3/26/2002

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 _____

04/27 0101 03CHECK 175.00
99 APR 27 AM 9:07
RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED
REFERENCE
05788825

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11448 PG. 3

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

05788825

REFERENCE

99 MAR 27 AM 9:07

CAMT	35000.00
MAMT	32000.00
CON TX	129.50
MOR TX	34.50
PRFEE	1.00
WDEED	8.00
CFEE	2.00
TOTAL	175.00
CHECK	175.00

04/27/99 01 09:10 0001 7439

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1477370