This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM E T Davis
EDDIE THOMAS DAVIS

TO
JOE COMER, and wife, ARETHA R. COMER

BOOK 11523 PAGE 768

For draftsman's use

THIS INSTRUMENT PREPARED BY:

DAVID VINCENT
Attorney at Law
Suite 906, Stahlman Bldg.
211 Union Street
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joe Comer, et ux (NAME)	SAME (NAME)	Map 81-07
1712 Pecan Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 376
Nashville, TN 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

99 AUG 18 AM 9:30

FILED & RECORDED REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 13,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF August, 1999.

Notary Public

MY COMMISSION EXPIRES: 3-23-02

(AFFIX SEAL)

DAVIDSON COUNTY

062561.4
IDENTIF. & REFERENCE

FOR AND IN CONSIDERATION OF the sum of Thirteen Thousand ---------- And No/00 ---------- ($13,000.00) ---------- **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 have executed a promissory note of even date in the principal sum of Ten Thousand ----- And No/00 ----- Dollars ($10,000.00), payable to the order of Eddie Thomas Davis in monthly installments of Two Hundred Fifty ----- And No/00 ----- Dollars ($250.00) for twelve (12) months, and the entire balance of Seven Thousand ----- And No/00 ----- Dollars ($7,000.00) to be paid on the 15th day of September, 2000. Said note bears no interest.

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSE IS $7,000.00

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 expressly retained on the land herein conveyed.

Eddie Thomas Davis

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Joe Comer and wife, Aretha R. Comer,

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

Land in Davidson County, Tennessee, being Lot No. 77 in Cephas Woodard's Subdivision of Lots 5 and 6, Woodard Plan, as of record in Book 161, page 174, Register's Office for Davidson County, Tennessee.

Said Lot No. 77 fronts 50 feet on the easterly side of Epps Avenue, (now Twelfth Avenue, North) and runs back between parallel lines with the southerly margin of Clay Street 115 feet to an alley.

Being the same property conveyed to EDDIE THOMAS DAVIS by deed from KATHALEEN DAVIS of record in Book 6499, page 506, Register's Office for Davidson County, Tennessee.

This property is not the principal residence of Grantor nor his spouse.

This is improved XX property, known as 1924 (House Number) 12th Avenue North (Street) Nashville, TN 37209 (P. O. Address: City or Town, Postal Zone) unimproved ( )

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

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 th 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 l 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 i 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 a convey unto David Vincent Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for th 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 companies for at least the sum of $ 13,000.00 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 f 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 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 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 sa 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 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 provide 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 fro 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, a 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 da 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 highe 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 kin 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 sa 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 th 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 sha 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 follow

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 f 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 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 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 11 th day of August 19 99.

Eddie Thomas Davis
EDDIE THOMAS DAVIS

Joe Comer
JOE COMER

Aretha R Comer
ARETHA R. COMER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named Eddie Thomas Davis, Joe Comer and wife, Aretha R. Comer,

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 11th day of August, 19 99.

Notary Public

Commission expires 3-23-02

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 _____

64.00
3 PGS: 0CHECK TO 01 03/30/2000 08:48

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

0625614
IDENTIF. # REFERENCE

99 AUG 18 AM 9:30

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT	13000.00
MAMT	7000.00
CON TX	48.10
MOR TX	5.75
PRFEE	1.00
WDEED	8.00
CFEE	2.00
TOTAL	64.85
CHECK	64.85

08/18/99 01 09:30 0001 7482

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1507721