Return to: The Home Closing Company, Inc. Box 33A
214 Centerview Drive, Suite 225
Brentwood, Tennessee 37027

Davidson County DEEDINST
Recvd: 08/14/03 13:43 3pgs
Fees:17.00 Taxes:0.00
20030814-0117077

PREPARED BY TOMMY MITCHELL P. O. Box 6, Cross Plains, Tennessee, 37049

RE-RECORD

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater,
For this transfer is: $60,000.00

Affiant

CHRISTOPHER M. CORRIVEAU NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY, TENNESSEE

Sworn and subscribed before me this 8th day of July 2003.

C.M. Corriveau
Witness

My Commission Expires 06.18.05

RETURN DEED TO	RESPONSIBLE FOR TAXES	MAP-PARCEL NUMBERS
JOHN MARTIN P. O. BOX 90081 NASHVILLE, TN 37209	SAME	xxBOOK 7450 PAGE 957x J.M. Map 92, Group 13, Parcel 52

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTY THOUSAND & no/100 DOLLARS,($60,000.00), of which the down payment 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 lien note of even date herewith, payable to the order of TOMMY MITCHELL, in the principal sum of $44,000.00, payable in interest only payments on the principal balance @10% per annum, monthly payments due 1st of each month and continuing for 12 payments, beginning October 1, 2002. There is a $5,000 principal payment due December 1, 2002 and the balance of $39,000 is due October 1, 2003. The initial interest payment will be $366.67 and will change to $325.00 on January 1, 2003. The payment is late if paid after the 1st of the month and there is a 5% late fee (of the payment) if payment is not paid by the 15th of the month.

Maximum principal indebtedness for Tennessee recording tax purposes is $60,000.00:

AND PROVIDING, to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed. I, TOMMY MITCHELL, a widower, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto JOHN MARTIN herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 12 of Block No. 8 on the plan of Charlotte Park Company's Second Addition to Nashville, as of record in Book 57, pages 160 and 161, Register's Office for Davidson County, Tennessee.

Said Lot No.12 fronts 50 feet on the northerly side of Park, formerly First Avenue, and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to Tommy Mitchell and wife, Betty Mitchell by deed from Bruce Grubbs and wife, Jewell Grubs, of record in Book 7450, Page 957, Register's Office for Davidson County, Tennessee. Betty Mitchell is deceased, of record, Tennessee Department of Public Health

THIS CONVEYANCE is subject to a Deed of Trust, in favor of VOLUNTEER STATE BANK, a Tennessee Corporation, of record in Book 11192, Page 925, Register's Office for Davidson County, Tennessee.

THIS IS improved property, known as 3724 Park Avenue, Nashville, Tennessee 37209

This Installment Deed is being re-recorded to correct the Map-Parcel Number. There are no further changes.

Davidson County DEEDINST
Recvd: 07/16/03 13:24 3pgs
Fees:18.00 Taxes:288.70
[redacted]
20030716-0099669

TO HAVE AND TO HOLD the said tract or parcel of land, with appurtenances, estate, title and interest thereto belonging to the said Grantee's, his heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantees that Grantors are lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS AND BINDS grantors, their heirs and representatives to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceeding for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto _____ STEVEN W. MITCHELL, Trustee, his successors and assigns, the real estate hereinbefore described, with 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 a 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, deep 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 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 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 rent 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 fee for advice in 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 tine 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 4th day of September 2002.

Tommy Mitchell
GRANTORS

GRANTEES

GRANTORS

GRANTEES

GRANTORS

GRANTEES

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 4th day September 2002, before me the undersigned authority, personally

Appeared TOMMY MITCHELL, (GRANTOR) and JOHN MARTIN, (GRANTEE), to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as their free act and deed.

My commission Expires: 9-24-05

NOTARY PUBLIC

M. DENKINS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.