THIS INSTRUMENT PREPARED BY:
HAYNES & FREEMAN
P. O. Box 527
140 North Main Street
Goodlettsville, Tennessee 37070

Davidson County DEEDINST
Recvd: 05/09/05 15:01 5 pgs
Fees:28.00 Taxes:536.08
20050509-0052215

INSTALLMENT DEED

Address New Owners	Send Tax Bills To:	Map-Parcel
Brian G. Garrett 115 28th Avenue North Nashville, TN 37203	Same	72-8-153

FOR AND IN CONSIDERATION of the sum of One Hundred Eighteen Thousand and no/100 ($118,000.00) Dollars, of which **BRIAN G. GARRETT, a single person,** has executed a note of even date herewith for the principal sum of Eighty-Eight Thousand Five Hundred and no/100 ($88,500.00) Dollars to **DELORIS C. STEPHENSON, EXECUTRIX OF THE ESTATE OF HOLLY B. RUSSELL,** payable in quarterly installments of Five Thousand Three Hundred Forty-Seven Dollars and 30/100 ($5,347.30) for a total of nineteen (19) payments, and a final payment due in the amount of Five Thousand Three Hundred Forty-Seven Dollars and 33/100 ($5,347.33), said payments to include seven and one-half (7-1/2%) percent simple interest, **DELORIS C. STEPHENSON, EXECUTRIX OF THE ESTATE OF HOLLY B. RUSSELL,** has this day bargained and sold, and does hereby transfer and convey unto the said **BRIAN G. GARRETT, a single person,** his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot(s) 84, as shown on the map entitled Dalewood, Section 1, of record in Plat Book 1424, page(s) 108, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Hollis M. Russell and wife, Leola B. Russell and Holly B. Russell, of record in Book 9502, page 396, said Register's Office, the said Leola B. Russell having predeceased Hollis M. Russell and the said Hollis M. Russell having since died leaving Holly B. Russell as his sole heir at law. Holly B. Russell has since died and her will of record in Docket No. 04P-1540, Davidson County Probate Court appoints Deloris C. Stephenson as Executrix and directs that the herein described property be sold.

Maximum principal indebtedness for Tennessee recording tax purposes is $88,500.00.

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater, for this transfer is $118,000.00.

Subscribed and sworn to before me, this 5th day of May, 2005.

My Commission Expires: 3/22/08

(Affix Seal)

Affiant

Notary Public

JUDY CALLIS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

This is improved property located at 2245 Stratford Avenue, Nashville, Tennessee 37216.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his successors, heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as noted herein.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his 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 ($1.00) paid in cash, receipt of which is acknowledged, the said **BRIAN G. GARRETT, a single person,** hereinafter referred to as Trustor, hereby transfer and convey unto **Joe M. Haynes, 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:

Trustor agrees 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 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.

Trustor further agrees 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 Trustor 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 seven and one-half (7-1/2%) percent interest from the date of payment and shall become a part of the indebtedness secured hereby.

Now, if Trustor 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 (30) days from the 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 (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity 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 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 any 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 Trustor, its 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above-named Trustee shall be vested in said successor.

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

WITNESS our hands on this the 5TH day of May, 2005.

DELORIS C. STEPHENSON
Executrix of the Estate
of Holly B. Russell

BRIAN G. GARRETT

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ***DELORIS C. STEPHENSON, Executrix of the Estate of Holly B. Russell, and BRIAN G. GARRETT,*** the within named 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 Goodlettsville, Tennessee, on this the 5 day of May, 2005.

JUDY CALLIS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Judy Callis
NOTARY PUBLIC

My Commission Expires: 3/22/08