THIS INSTRUMENT PREPARED FROM INFORMATION FURNISHED BY THE PARTIES. NO TITLE EXAMINATION WAS REQUESTED AND NO TITLE EXAMINATION WAS PERFORMED.	State of Tennessee County of Davidson The actual consideration or value, whichever is greater, for this transfer is **$240,000.00** Affiant Subscribed and sworn to before me, this the 25th day of February, 2008. Notary Public My commission expires: 3-30-2010 (AFFIX SEAL)

WILLIAM B. GREGORY
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
Liberty Escrow, Inc.
615 Main Street P.O. Box 60429, Nashville, TN 37206

File 43

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Norman Ryan Carney	**S A M E**	073·15·0
2340 Tally Green Ct		021.00
Nashville, Tennessee		

Davidson County DEEDINST
Recvd: 02/29/08 10:42 4 pgs
Fees:23.00 Taxes:1151.34

20080229-0020076

Installment Deed

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED BUYERS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, INCLUDING THE EXECUTION OF A NOTE IN THE PRINCIPAL AMOUNT OF **$237,500.00** WHICH IS HEREINAFTER FURTHER SET FORTH, AND FOR WHICH A LIEN IS EXPRESSLY RETAINED ON THE HEREINAFTER DESCRIBED PROPERTY, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGE, WE,

Marvin L. Winnett

HEREINAFTER CALLED THE SELLERS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Norman Ryan Carney

HEREINAFTER CALLED THE BUYERS, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **Davidson** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING Lot No. 10 on the Plan of Tally Green, of record in Book 6250 page 73, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said property.

BEING the same property conveyed to Marvin L. Winnett, by deed of record in Book 8240 page 944, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to any and all restrictions of record, the matters shown on the plan of record, and the existing transmission line easement, all of record in the Register's Office for Davidson County, Tennessee.

THIS property is not the principal residence of the Seller herein.

This is improved property known as **2340 A & B Tally Green Court, Nashville, Tennessee**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said BUYERS that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same in unencumbered, unless otherwise herein set out; and we do further convenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said BUYERS, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The maximum principal indebtedness for recording tax purposes is $ 237,200.00.

Witnesseth

AND NOW FOR THE PURPOSES OF SECURING THE NOTE WHICH IS EXECUTED IN PARTIAL PAYMENT HEREFOR, AND FOR AND IN CONSIDERATION OF TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Norman Ryan Carney, Buyer** has bargained and sold, and does hereby bargain, sell, convey and confirm unto **Liberty Escrow, Inc. Trustee** in trust, and his successors in trust, for the benefit of **Marvin L. Winnett, Beneficiary,** all of Buyer's right, title and interest in and to the following described real property and interests in land, estates, easements, leases, rights improvements, fixtures, mineral rights and equipment, located in or on property in **Davidson** County, Tennessee, (hereinafter the "Premises"), and more particularly described hereinabove.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to use and benefit of Trustee and the successors, successors-in-title and assigns of Trustee, forever; and Buyer covenants that Buyer is lawfully seized and possessed of the Premises as aforesaid and has good right to convey the same, that the same are unencumbered, and Buyer does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

But this conveyance is **made IN TRUST** for the following uses and trusts, and for no other purposes to-wit:

(a) To secure the payment of an indebtedness for borrowed money in the principal amount of **$237,200.00** due from Buyer to Beneficiary, which Beneficiary has advanced, evidenced by a promissory note together with interest thereon, and any extensions, modifications and/or renewals thereof and any notes given in payment of any such principal and/or interest, said note is due and payable **February 1, 2023**, (all of which are herein sometimes referred to as the "Note"). Said Note provides for interest at **Six and one half (6.5%) percent** interest per annum, is to be paid in monthly installments of **One thousand four hundred ninety nine & 27/100 Dollars ($1,499.27)** on the **First (1st)** day of each month, beginning on **March 1, 2008. PREPAYMENT, EITHER PARTIAL OR FULL, SHALL NOT BE ALLOWED UNTIL AFTER MARCH 1, 2013.** ***After*** **said date prepayment may be made; but all amounts secured hereby are due and payable February 1, 2023.**

(b) To secure all sums advanced by Beneficiary to Buyer or expended by Beneficiary for Buyer's account or benefit pursuant to the terms of this Installment Deed, and the faithful performance of all terms and conditions contained herein.

(c) To secure the payment of all court costs, expenses and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien of this conveyance, including reasonable attorney's fees.

(d) To secure the payment of any and all other indebtedness of Buyer to Beneficiary, however evidenced or denominated, whether such indebtedness is incurred pursuant to any present or future commitment of Beneficiary to Buyer.

Should the indebtedness secured by this Deed of Trust be paid according to the tenor and effect thereof when the same shall become due and payable, and should Buyer perform all covenants herein contained in a timely manner, then this Deed of Trust shall be canceled and released.

BUYER HEREBY FURTHER COVENANTS AND AGREES WITH TRUSTEE AND BENEFICIARY AS FOLLOWS:

Buyer 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 this Deed of Trust or the terms thereof or to 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 attorneys fee shall be allowed, and if paid by the Trustee or the lawful owner and holder of said indebtedness, shall bear a percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the undersigned Buyer shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements then this trust conveyance shall be of no further force or effect. But if Buyer fails to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, Buyer fails 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 or part of installments thereof then past due and unpaid, all remaining unpaid indebtedness 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 (South) door of the Court House in **Davidson** County, Tennessee, to the highest bidder for cash, as public outcry, free from the statutory right of redemption, homestead, dower and all other exemptions of every kind, which are 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 or any sale under this trust conveyance. Buyer agrees that the Trustee may, at any time after default in the payment or any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Buyer further agrees 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 the event of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named Trustee shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the Buyer and all persons holding under them shall be and become the tenants as will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days written notice

Upon any sale under this Deed of Trust, the proceeds will be applied by the Trustee.

First	To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith as above provided.
Second	To pay said debt, or any balance thereof then remaining unpaid.
Third	The residue to be paid to buyer, or their order.

Wherever used herein the singular shall include the plural, the plural the singular, and any reference to gender shall apply to all genders.

Witness my/our hand(s) this 25th day of February, 2008.

Marvin L. Winnett Seller, Beneficiary

Norman Ryan Carney, Buyer/Borrower

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public of said County and State, **Marvin L. Winnett,** the within named bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this **25th** day of **February, 2008.**

My Commission Expires
March 30, 2010

Notary Public

WILLIAM B. GREGORY STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public of said County and State, **Norman Ryan Carney,** the within named bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

My Commission Expires
March 30, 2010

Notary Public

WILLIAM B. GREGORY STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY