This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Virginia J. Sloan and

Mary J. Marrs

TO

Colonel Bryce K. Hickey

For draftsman's use

This Instrument Was Prepared By
DENNEY, LACKEY & CHERNAU
218 Third Avenue North
Nashville, Tennessee 37201

BOOK 5480 PAGE 624

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Colonel Bryce K. Hickey (NAME)	~~same~~ Fidelity Federal (NAME)	162-9-B
5601 Courtryde # 203 (STREET ADDRESS/OR ROUTE NUMBER)	401 UNION STREET (STREET ADDRESS)	1
Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37219 (CITY) (STATE) (ZIP)	SDU 55676

(FOR REGISTER'S USE)

F45646

IDENTIF. REFERENCE

AUG 13 9 42 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 56,900.00 Virginia J. Sloan
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 31st DAY OF July, 1979.

Frankie Barton
Notary Public

MY COMMISSION EXPIRES: 11-6-79

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty Six Thousand Nine Hundred and no/100ths---
----------($56,900.00)---------- DOLLARS

of which $ 20,000.00 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 their installment deed note of even date payable to the order of grantors in the original principal amount of Thirty Six Thousand Nine Hundred and no/100ths ($36,900.00) which, together with interest at the rate of 8-3/4% per annum on the decreasing balances, is payable in equal monthly installments of $346.00 per month including both principal and interest as aforesaid, until entire balance is paid in full, beginning on August 1, 1979, 1979, and one payment due on the 1st day of each month thereafter until paid in full.

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,

Virginia J. Sloan and Mary J. Marrs, ~~both unmarried~~

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

Colonel Bryce K. Hickey

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

Land in Davidson County, Tennessee, being Townhouse No. 203, Building No. 16 on the Plan of Hickory Valley Condominiums, Phase III, as of record in Book 4860, page 1, as amended in Book 4890, page 372, all in the Register's Office for said County, to which plan reference is hereby made for a more complete and accurate description of said property.

Being the same property conveyed to Virginia J. Sloan, unmarried and Mary J. Marrs, unmarried, by deed from Mary J. Marrs, unmarried, as of record in Book 5408, page 531, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to any and all existing easements of record.

This is unimproved ( ) improved (X) property, known as 5601 Courtryde Dr. #203 (House Number) (Street) P. O. Address: Nashville, Tenn. 37211 (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, heirs, successors, and assigns, forever; and, we do covenant that we are lawfully seized and possessed of said real estate in fee simple, and have a good right to convey it, and that the same is unencumbered, except for one existing note and deed of trust of record in Book 5101, page 445, said Register's, which mortgage indebtedness, the grantors, successors, and assigns hereby agree to pay when and as due and it being understood that the grantees, heirs, successors and assigns do not assume said existing mortgages and specificially do not agree to pay them, it being the understanding that grantors shall at all times be responsible for the payment of said existing first note and deed of trust when and as due; however, it is further understood and agreed that should grantors default in the payment of said existing first note and deed of trust, the grantees shall have the option or right, but not the duty, to pay the payments due or overdue thereon and to deduct such payments from the amounts next due to grantors from grantees and likewise grantees shall have the option or right to cure any other default under said existing first note and deed of trust but not the duty to do so, in event grantors fail to correct or cure any such default. Grantee shall not pay the first mortgage so long as there is no default by Grantors.

We further covenant and bind ourselves, heirs, successors and representatives to warrant and forever defend the title to the said real estate to the said grantees, 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 proceedings for the enforecment 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, cash in hand paid to me, I, said grantee, herein, do hereby transfer and convey unto Vaden Lackey, Jr., Trustee, his successors, and assigns, the real estate hereinabove described together with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. I, the said grantee, do hereby agree to keep all the 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 the full insurable value until the notes secured are fully paid, and to have the loss, if any, payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his or its interest may appear. I 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 I fail to do either, then the said Trustee or lawful owner, or 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 the said grantee shall pay the notes aforesaid when due according to their terms and pay the taxes, keep up repairs, and keep said premises insured as aforesaid then this truct 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 we fail to pay taxes, keep up the repairs, or keep the premises insured as herein provided or we fail to reimburse the trustee or lawful owner or holder of said notes for all sums together with interest so expended by said trustee or lawful owner and holder of said notes, within 30 days from the date of such payment, or in event we further sell, assign or transfer the premises or further encumber them without the prior written permission of the lawful owner and holder of said note, then 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 20 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 the redemption, homestead, dower and all other exemptions of the every kind, which are hereby expressly waived; and, the said trustee, or 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 notes, enter and take possession of said real property and shall only account for the net rents actually received by him. We further agree that in 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 advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcment 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, shall be paid to the grantee herein, his heirs, successors or assigns.

In case of death, absence, inability or refusal to act of said trustee at any time when action under the foregoing power and trusts may be require, 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 the 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.

SPECIAL PROVISIONS:

1. Since the vendor's lien retained herein shall constitute and does constitute a "wrap-around" mortgage, grantor, heirs, successors and assigns, reserves the right, but not the duty, to prepay in part or in full the existing first note and deed of trust balance at any time, and under any conditions, without the approval of grantee, heirs, successors, or assigns, and at the sole discretion of grantor, heirs, successors, or assigns.

IN WITNESS WHEREOF, WE, the said grantors and grantee, have hereunto set our hands on this 31st. day of July, 1979.

Virginia J. Sloan
Virginia J. Sloan, unmarried

Mary J. Marrs
Mary J. Marrs, unmarried

Col. Bryce K. Hickey
Colonel Bryce K. Hickey

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 Virginia J. Sloan, unmarried and Mary J. Marrs, unmarried, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of July, 1979.

Notary Public

My Commission expires:
11-6-79

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 Colonel Bryce K. Hickey, the bargainor, with whom I am personally acquainted, and who, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of July, 1979.

Notary Public

My Commission expires:
11-6-79

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5480 PAGE 627

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			56900.00- CO	
			36900.00- MO	
			147.54 CO TX	
			34.50 MO TX	
			.50 PRFEE	
			5.00 NDELD	
			CHECK 192.34-	
389	A	08/13/75	BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 456461

IDENTIF. REFERENCE

AUG 13 9 42 AM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 703927