This instrument prepared by
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

Installment Deed BOOK 5615 PAGE 46

5250

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
W. H. Emery and wife,	Same	Map 106-12
Maxine H. Emery	(NAME):	Par. 20
2632 Nolensville Rd	(STREET ADDRESS)	
Nashville, Tenn. 37211		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

REV 1.5 276.10 CHECK

FOR AND IN CONSIDERATION of the sum of Eighty-Three Thousand and 00/100 ($83,000.00) *Dollars, of which* Thirty-Three Thousand Two Hundred and 00/100 ($33,200.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Forty-Nine Thousand Eight Hundred and 00/100 ($49,800.00) *Dollars,* Grantees have executed an Installment Deed Note of even date herewith payable to the order of B.F.W. Contractors, Inc., in the ~~xxxxxxx~~ *na executed* principal amount of Forty-Nine Thousand Eight Hundred and 00/100 ($49,800.00) Dollars, payable in quarterly installments as follows: On the 15th day of September, 1980, the sum of Three Thousand Six Hundred Twenty-Three and 93/100 ($3,623.93) Dollars, and thereafter nineteen (19) quarterly installments each for a like amount payable on the 15th day of each succeeding quarter, which includes principal and interest at the rate of fifteen and one-half (15 1/2%) percent per annum to be applied first to interest and the remainder to principal until said sum and interest have been paid in full,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, B.F.W. Contractors, Inc.,

have this day bargained and sold, and do hereby transfer and convey unto the said W. H. Emery and wife, Maxine H. Emery,

the Grantees herein, their (~~successors~~), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Murfreesboro Road Industrial Subdivision, Section IV, as of record in Book 3842, Page 197, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

Beginning at a point on the easterly margin of Wilhagan Drive, the common corner of Lots Nos. 8 and 9; thence along the common line between said lots easterly 197.57 feet to a point in the easterly line of Lot No. 31; thence along the common line between Lots Nos. 8 and 31 southerly 145.55 feet to a point in the northerly margin of Easthagan Drive; thence along said margin westerly 175.0 feet to a concrete monument, the beginning of a curve; thence around said curve having a radius of 25 feet northwesterly 39.27 feet to a point in the easterly margin of said Wilhagan Drive; thence along said margin northerly 134.99 feet to the point of beginning.

BEING the same property conveyed to B.F.W. Contractors, Inc., by Installment Deed from W. L. Hagan and wife, Viola Hagan, of record in Book 4778, Page 983, Register's Office for Davidson County, Tennessee.

This property is subject to Restrictive Covenants of record in Book 3404, Page 544, and Book 4230, Page 94, Register's Office for Davidson County, Tennessee.

This property is also subject to a Plan of record in Book 3842, Page 197, Register's Office for Davidson County, Tennessee, which shows an owner's certificate, 30-foot minimum building setback line from Wilhagan Drive and Easthagan Drive, a 10-foot easement for public utility and drainage purposes along the rear line, a 2.5 x 20 foot utility anchor easement located on the common corner of said lot with Lot 31 on Easthagan Drive, and an easement for overhang running from said common corner of Lot No. 31 and Lot No. 8 on Easthagan Drive across said Lot No. 8 to Wilhagan Drive.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 83,000.00

Subscribed and sworn to before me, this the 19 day of June 19 80

W. L. Graves
Affiant

My commission expires: January 22 1984
(Affix Seal)

Catherine P Ham
Notary Public

unimproved ( )
This is improved (X) property, known as 332 Wilhagan Drive, Nashville, Tennessee
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (~~successors~~), heirs and assigns forever we covenant that we 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, except as hereinabove set forth and for 1980 taxes which are a lien but not yet due and payable and which the Grantees agree to assume and pay.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Gary S. Rubenstein, 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:

$49,800.00

Trustors 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 the sum of $. /....., or at least 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.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 trustors 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 10 *percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.*

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Now, if trustors 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 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 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 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, 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 trustors, their 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 19 *day of* June, *19* 80.

B.F.W. CONTRACTORS, INC.

By: B.F.W. Contractors Inc.

W. H. Emery W. H. Emery

Maxine H. Emery Maxine H. Emery

F. 9 4 2 4 9

IDENTIF. REFERENCE

JUN 19 3 41 PM '80

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

RSTW

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Catherine P Ham, *a Notary Public in and for said County and State,* W. H. Emery and wife, Maxine H. Emery,

*the within named bargainor*s, *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* 19 *day of* June, *19*80.

CATHERINE P. HAM NOTARY PUBLIC DAVIDSON COUNTY

Catherine P Ham *Notary Public*

Commission expires January 22, 1984

STATE OF .....
COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at ....., *this.....day of.....*, 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Catherine O Ham, *a Notary Public of the State and County aforesaid, personally appeared* Bill Franchesse, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* B.F.W. Contractors, Inc., *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* himself *as*.....

Witness my hand and seal, at office in Nashville, Tennessee, *this* 19 *day of* June, 1980

Catherine O Ham
.....*Notary Public*

Commission expires January 22, 1984

CATHERINE O. HAM
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

B.F.W. Contractors, Inc.

TO

W. H. Emery and wife, Maxine H. Emery

Compliments of
Chicago Title Insurance Company
First Floor — First American Center

Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

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		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			63000.00- CO	
			49800.00- MO	
			215.80 CO TX	
			47.80 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 276.10-	
5250	A	06/19/80	BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 9 4 2 4 9

IDENTIF. REFERENCE

JUN 19 3 41 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 763702