BOOK 5682 PAGE 900

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Michael A. Borchert

(Unmarried)

TO

Daniel Fox Onley and

wife, Ruth-Ann Onley

For draftsman's use

This instrument was prepared by:

MOSELEY & MOSELEY
Attorneys at Law
2501 Hillsboro Road
Nashville, Tennessee 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Daniel Fox Onley (NAME)	Same (NAME)	Map 65
4331 Saundersville Road, (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 14
Old Hickory, Tn. 47138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Nov 25 1 11 PM '80

FELIX Z WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

PAID

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$90,000.00 Daniel Fox Onley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF November, 1980.

Joel H. Moseley
Notary Public

MY COMMISSION EXPIRES 1-5-83

(AFFIX SEAL)

NOTARY PUBLIC LARGE STATE OF TENN.

61-90-84

FOR AND IN CONSIDERATION OF the sum of Ninety Thousand ($90,000.00) DOLLARS

of which $ 4,000.00 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 an installment deed note in the principal amount of EIGHTY-SIX THOUSAND ($86,000.00) DOLLARS payable as follows: Twenty-Six Thousand ($26,000.00) Dollars on or before March 17, 1981, and Sixty Thousand ($60,000.00) Dollars on or before September 17, 1981, with interest at the rate of ONE THOUSAND ($1,000.00) DOLLARS per month 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,

Michael A. Borchert (unmarried)

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Daniel Fox Onley and wife, Ruth-Ann Onley

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as ~~XXXXX~~ described on Exhibit "A" which is attached hereto and incorporated herein by reference.

The Grantees, by their signatures hereon, hereby acknowledge the following:

(1) That they accept the premises as they existed on November 7, 1980, the date of possession, without representation by the Grantor, expressed or implied.

(2) That the taxes for the current year are to be prorated between the Grantor and the Grantees. However, Grantor's portion of the current year's taxes are not to be deducted from the purchase price. Instead Grantor shall pay his portion of the current year's taxes to Caudill Properties, Inc. on or before December 29, 1980, who shall hold and pay over the Grantor's share of the current year's taxes either to the Grantees or the Metropolitan Trustee on or before the current year's taxes become delinquent.

(3) That they will deliver to Grantor on or before December 17, 1980, a copy of their insurance policy on the premises which policy shall show grantor as mortgagee.

This is unimproved ( ) improved (X) property, known as 4331 Saundersville Road, Old Hickory, Tennessee 37138
(House Number) (Street) P. O. Address: (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 grantees, their heirs and assigns forever. We covenant that we are lawfully seised and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement 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, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Joel H. Moseley Trustee, his successors and assigns, the real estate hereinbefore described, with the 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 at least the sum of $86,000.00 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, keep 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 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 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 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 rents 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 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 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 time 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 the 17th day of November 1980.

Michael A. Borchert (unmarried)

Daniel Fox Onley

Ruth-Ann Onley

and wife, Ruth-Ann Onley

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 Michael A. Borchert (unmarried), Daniel Fox Onley and wife, Ruth-Ann Onley

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, Davidson County, Tennessee, this 17th day of November, 19 80

Joel H. Moseley Notary Public

JOEL H. MOSELEY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 1-15-83

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am personally acquainted, and who, upon oath, acknowledged ....self to be..... of the ....., 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 self as .....

Witness my hand and seal, at office in ....., this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....

EXHIBIT "A"

TO

THE INSTALLMENT DEED

FROM Michael A. Borchert
(Unmarried)

TO Daniel Fox Onley and
wife, Ruth-Ann Onley

DESCRIPTION:

Land in Davidson County, Tennessee, being in the Old 4th Civil District, fronting Saundersville Road, and lying between the Baptist Church property and Scooter Stores property near entrance to Green Acres of Hermitage subdivision.

Beginning at a point in the westerly margin of Saundersville Road, said point being the southeastern corner of modified Lot No. 114 now owned by Scooter Stores; thence with the boundary of Scooter Stores lot and in a northeasterly direction 150 feet; more or less to a marker in the easterly boundary line of the Baptist Church property; thence with the easterly boundary line of the same South 7 degrees 59' 21" West 166.42 feet to a concrete marker; thence South 61 degrees 26' 58" East 80.01 feet to a concrete marker, being the Baptist Church's most southeasterly corner and Saundersville Road; thence with Saundersville Road right of way North 28 degrees 33' 2" East 38.1 feet to a marker; thence on a radius of 425.14 feet of Saundersville Road 118.1 feet, more or less, to the point of beginning, known as Tract No. 2.

Being the same property conveyed to Michael A. Borchert, by deed from Thomas H. Hogshead and wife Margaret E. Hogshead of record in Book 5401, page 197, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5682 PAGE 903

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
			90000.00- CO	
			86000.00- MO	
			234.00 CO TX	
			84.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 327.50-	
6509A	11/25/80		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 1.9 0.8 4

IDENTIF. REFERENCE

Nov 25 1 11 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 793958