This Instrument Was Prepared By
Dewey W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

Installment Deed

BOOK 5762 PAGE 964

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Robert M. Fuqua (NAME)	Same (NAME)	121-19
2540 Pulley Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	30-80520
Nashville Tenn 37214 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	121-21
		30-80510

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE THOUSAND AND NO/100 ($35,000.00) *Dollars, of which* FIVE THOUSAND AND NO/100 ($5,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* THIRTY THOUSAND AND NO/100 ($30,000.00) *Dollars,* Robert M. Fuqua and wife, Emma L. Fuqua *ha*ve *executed* an installment deed note in the principal amount of $30,000.00 payable to the order of Howard Phelps. Said note being payable in 144 equal monthly installments of $358.52 each, with the first installment being due and payable July 1, 1981 and thereafter on the same day of each succeeding month alike amount is due and payable until the entire amount, both principal and interest have been paid. Said note bears interest at the rate of 10% per annum and interest is included in said installments.

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, Howard Phelps, single *have this day bargained and sold, and do hereby transfer and convey unto the said* Robert M. Fuqua and wife, Emma L. Fuqua, their *the Grantees herein, ~~the~~ (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land lying and being in the 3rd Civil District of Davidson County, Tennessee and described as follows to wit:

Beginning at an iron pin in a fence line at the northeast intersection of Old Pulley Road and Bud Waggoner Road; thence along the easterly margin of Bud Waggoner Road north 3 deg. 37' east 450 feet to an iron pin; thence continuing with the easterly margin of Waggoner Road north 5 deg. 00' east 524 feet to an iron pin; thence leaving said east margin of Waggoner Road, south 84 deg. 11' east 451 feet to an iron pin; thence south 15 deg 20' west 215 feet to a point, corner of Charles Pulley property; thence north 85 deg. 50' west 197 feet with said Pulley and Wilbur Allen's line to a point, corner of Wilbur Allen's property; thence south 13 deg. 57' west 158 feet with said Wilbur Allen's line to a point, corner of the Wilbur Allen property; thence south 85 deg. 50' east 197 with said Pulley and Allen's line to a point, corner of Pulley's property; thence south 13 deg. 57' west 615 feet to a point in the northerly margin of Old Pulley Road; thence in a westerly direction along the northerly margin of Old Pulley Road 295 feet to the point of beginning.

Being the same property conveyed to Howard Phelps and wife, Beatrice Eudell Pulley Phelps by deed from L. M. Nelson, Trustee of record in Book 2882, page 223, Register's Office for Davidson County, Tennessee and being the same property conveyed to Howard Phelps and wife, Beatrice Eudell Phelps by deed from R. E. Worrall, Clerk of County Court at Nashville and Davidson County, Tennessee of record in Book 4989, page 709, Register's Office for Davidson County, Tennessee. The said Beatrice Eudell Pulley Phelps and Beatrice Eudell Phelps is one and the same person, and is now deceased.

It is agreed between the parties that the buyer agrees to furnish proof of payment of taxes on said property on or before March 1, on the year following when said taxes are due.

It is agreed by all parties hereto that said indebtedness cannot be assumed and in the event the above described property is sold or conveyed the entire indebtedness, both principal and interest, shall be paid in full.

The above described property is conveyed subject to the easement for ingress and egress as setforth in instrument of record in Book 3285, page 613 and Book 3945, page 275, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER, IS
$ 35,000.00
Dewey W. Pedigo
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 24th DAY OF June 19 81
Deputy Register

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 35,000.00
Subscribed and sworn to before me, this the 27 day of June 19 81
Affiant
My Commission expires: 10-17-82
(Affix Seal)
Notary Public

unimproved ( )
This is improved ( ) property, known as..... (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 1981 taxes which shall be pro-rated and paid by both parties.

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 Dewey Pedigo, Jr. *, 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:*

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 defend the title to, or possession of, said property, or the lien of this instrument, or to collect the indebtedness hereby

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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 27 *day of* June, *19* 81

Howard Phelps

Robert M. Fuqua

Emma L Fuqua

G 4 8 3 5 0

IDENTIF. REFERENCE

Jun 29 9 20 AM '81

FELIX E. DYER, CLERK AND MASTER DAVIDSON COUNTY, TENN.

FILED

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pedigo, *a Notary Public in and for said County and State,* Howard Phelps and Robert M. Fuqua and wife, Emma L. Fuqua, *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, *this* 27 *day of* June, *19* 81

Dewey W. Pedigo
Notary Public

DEWEY W. PEDIGO NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

Commission expires 10-17-82

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			350[illegible].00- CO	
			300[illegible].00- MO	
			51.00 CO TX	
			28.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 128.50-	
			37?[illegible]/29/81 REL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 4.8 3 5 U.

IDENTIF REFERENCE

JUN 29 9 20 AM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 829792