This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 5779 PAGE 59

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Ronnie O. Isom and Timothy W. Walker (NAME:)	Fidelity Federal Savs. + LN. Assn, (NAME:)	133-7-7
182 Briggs Avenue (STREET ADDRESS OR ROUTE NUMBER)	401 Union St. (STREET ADDRESS)	
Nashville, Tennessee 37211 (CITY) (STATE) (ZIP)	Nashville, TN. 37201 (CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Forty Eight Thousand and no/100---------- ($48,000.00) ---------- *Dollars,*
of which Three Thousand and no/100---------- ($3,000.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainde Forty Five Thousand and no/100---------- ($45,000.00) ---------- *Dollars,*

Ronnie O. Isom and Timothy W. Walker *have executed* their promissory note of even date herewith in the principal amount of $45,000.00 payable to the order of Leon Church and wife, Helen Brown Church as follows: Beginning August 1, 1981 twelve monthly installments of $448.59 ($411.75 of which is attributable to principal and interest at the rate of 10.5% per annum and $36.84 of which is attributable to taxes and insurance), the first of said twelve monthly installments falling due on August 1, 1981 and continuing on the same day of each successive month thereafter through July 1, 1982; one principal only payment in the amount of $1,000.00 due on August 1, 1982; and beginning on August 1, 1982 twenty-four monthly installments, twenty-three of which are in the amount of $497.56 ($460.72 *

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, we, Leon Church and wife, Helen Brown Church

have this day bargained and sold, and do hereby transfer and convey unto the said... Ronnie O. Isom and Timothy W. Walker

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. 11 on the Plan of Parma Heights, Section II, of record in Book 2083, page 71, Register's Office for said County, as follows: Beginning at a point in the northwesterly margin of Briggs Avenue at the corner of Lots Nos. 11 and 12; thence with the line between said lots, northwesterly 137.6 feet to the corner of Lot No. 10; thence with the line between Lots Nos. 10 and 11, northwesterly 119 feet to the westerly margin of Colvy Drive; thence with margin of said Drive, southeasterly 105 feet to the beginning of a curve; thence around said curve, southerly 42.04 feet to the northwesterly margin of same, southwesterly 85 feet to the point of beginning.

Being the same property conveyed to Leon Church and wife, Helen Brown Church by deed from Earl F. Williams and wife, Priscilla L. Williams, of record in Book 5694, page 90, Register's Office for said County.

This conveyance is subject to the plan of record in Book 2083, page 71, Register's Office for said County, which shows an Owner's Certificate, 20-foot building set-back line from Colby Drive, 50-foot building set-back line from Briggs Avenue and a 10-foot easement for public utilities; and restrictive covenants of record in Book 2083, page 71, Register's Office for said County.

This conveyance is made subject to deeds of trust of record in Book 4015, page 288, and Book 5078, page 354, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the Rider to Installment Deed attached hereto and which is made a part hereof as if copied herein verbatim.

* of which is attributable to principal and interest at the rate of 12% per annum and $36.84 of which is attributable to taxes and insurance) and one final installment due on July 1, 1984 in the amount of $43,626.55, which represents the unpaid principal balance plus interest at the rate of 12% per annum; said note providing that in the event that the taxes and/or insurance increases during the term of the note that the portion of any monthly installment attributable to taxes and insurance will increase to the same extent; and said note further providing that there will be a late charge of 4% of any monthly installment received after the 15th day of each month.

Seller agrees to pay for cost of putting property on sewer line if mortgage company requires as much when property is re-financed in three years.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 48,000.00 *

Subscribed and sworn to before me, this the 30th day of July 19 81

Affiant

My commission expires: 4/8/84 (Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 182 Briggs Avenue, Nashville, Tennessee 37211
(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.

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 Joseph B. Pitt, 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 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 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 30th *day of* July, *19* 81.

G 5 3 9 7 9

IDENTIF. REFERENCE

AUG 5 10 21 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Leon Church
Leon Church

Helen Brown Church
Helen Brown Church

Ronnie O. Isom
Ronnie O. Isom

Timothy W. Walker
Timothy W. Walker

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensley, *a Notary Public in and for said County and State,* Leon Church and wife, Helen Brown Church and Ronnie O. Isom, unmarried and Timothy W. Walker

*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* 30th *day of* July, *19* 81.

Mary Ensley
Notary Public

Commission expires 4/8/84

THIS RIDER made this 30thday of July, 1981, by and between Leon Church and wife, Helen Brown Church (hereinafter referred to as "Lender") and Ronnie O. Isom and Timothy W. Walker (hereinafter referred to as "Borrower"), and is incorporated into and shall be deemed to amend and supplement the Installment Deed of even date herewith, given by Borrower to secure Borrowers note executed to Lender.

WITNESSETH:

WHEREAS, the property which is the subject of said Installment Deed is encumbered by the Deeds of Trust in favor of Fidelity Federal Savings and Loan Association of record in Book 4015, page 288 and Book 5078, page 354, Register's Office for Davidson County, Tennessee (hereinafter referred to jointly as prior lien)

NOW, THEREFORE, the parties do hereby convenant and agree as follows:

A. Lender, out of each monthly payment made by Borrower, agrees to pay to the holder of the indebtedness secured by the Prior Lien the unpaid principal balance of said indebtedness, together with all interest and other sums accruing thereunder as and when required by the terms of said Prior Lien and the note secured thereby. Howver, Lender's obligation hereunder to make payments as and when due under said Prior Lien and the note secured thereby is conditioned upon Borrower not being in default under this Installment Deed Upon any pay-off or prepayment in full of this Installment Deed, Lender agrees to prepay in full the indebtedness secured by the Prior Lien. Upon any partial prepayment hereof, Lender agrees to prepay said Prior Lien pro rata to the amount of the prepayment hereof.

2. If Lender shall default in making any required payment, whether principal, interest or otherwise, due under the Prior Lien at a time when Borrower shall not then be in default hereunder, then Borrower shall have the right to advance the funds necessary to cure any such default directly to the holder or holders of the indebtedness secured by the Prior Lien, and all funds so advanced by Borrower, together with interest thereon at the maximum rate then allowed by law shall be credited against the next installment(s) of principal and/or interest due under the note secured by this instrument.

3. Notwithstanding the foregoing, Lender's obligation to make payments as and when due under the Prior Lien is conditioned upon Borrower not being in default under this instrument. Borrower agrees to comply with the terms and conditions of the Prior Lien other than with respect to payment of sums due thereunder and failure of Borrower to so comply shall be an act of default hereunder.

4. In the event any unsatisfied encumbrances still exist against the property other than those set forth above, Lender agrees to obtain releases of such encumbrances at the request of Borrower. If Lender fails upon Borrower's request to obtain such releases, Borrower may advance any funds necessary to satisfy said encumbrance and all funds so advanced by Borrower, together with interest thereon at the maximum rate then allowed by law shall be credited against the next installments(s) of principal and/or interest due under the note secured by this instrument.

IN WITNESS WHEREOF, said parties have hereunto set their signatures on the day and year first above written.

LENDER:

Leon Church

Leon Church

Helen Brown Church

Helen Brown Church

BORROWER:

Ronnie O Isom

Ronnie O. Isom

Timothy W. Walker

Timothy W. Walker

OFFICIAL RECEIPT

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

RECEIVED OF BOOK 5779 PAGE 63

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
			48000.00-	CO
			45000.00-	MO
			124.80	CO TX
			43.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 180.30-
0716A08/05/81				BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

AUG 5 10 21 AM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 836482