ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Steve J. Holzapfel, Et Ux (NAME)	Dobson & Johnson, Inc. (Mtg. Loan Admr.) (NAME)	116-4-103
690 Clearview Dr. (STREET ADDRESS OR ROUTE NUMBER)	One Commerce Place - Suite 1800 (STREET ADDRESS)	7DA 5920
Nashville, TN 37205 (CITY) (P. O. ZONE) (STATE)	Nashville, TN 37239 (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

BOOK 5865 PAGE 171

FOR AND IN CONSIDERATION OF the sum of Sixty-Five Thousand and No/100.....($65,000.00)..
.....DOLLARS

of which $ 15,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees assume and agree to pay the unpaid principal balance of an indebtedness executed by William F. Moynihan and wife Martha G. Moynihan to Albert Wm. Johnson, Trustee, by instrument of record in Book 3193, page 179, Register's Office for Davidson County, Tennessee; and for the remainder the said Grantees herein have executed their joint promissory note of even date, payable to the order of MARTHA GRAVES. Said NOTE in the amount of $41,600.00 is payable in monthly installments of $573.25, beginning May 1, 1982 and a like amount on the first day of each succeeding month until paid in full. All installments include principal and interest on the unpaid principal balance as fully described in said NOTE.

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,

MARTHA GRAVES (UNMARRIED)

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

STEVE J. HOLZAPFEL AND WIFE, SUE HOLZAPFEL

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

BEING parts of Lots Nos. 49 and 50 on the Plan of Clearview Subdivision, as of record in Book 843, page 8, Register's Office for Davidson County, Tennessee, described together as follows:

BEGINNING on the easterly margin of Clearview Drive at a point 14 feet south of the corner of Lots Nos. 49 and 50; thence with said Drive, northwardly 126 feet to the corner of Lots Nos. 50 and 51; thence with the line between said two lots, eastwardly 185 feet to the westerly line of Lot No. 37; thence with the westerly line of Lots Nos. 37 and 38, southwardly 51.5 feet to a point 21.5 feet north of the corner of Lots Nos. 49 and 50; thence westwardly 211.8 feet, more or less to the beginning.

BEING the same property conveyed to William F. Moynihan and wife Martha G. Moynihan by deed from L. P. Thweatt, Jr. and wife Margaret Arnold Thweatt of record in Book 3181, page 503, Register's Office for Davidson County, Tennessee. The said parties having since divorced, and the said William F. Moynihan having since conveyed his interest in said property unto Martha Graves by deed of record in Book 5185, page 802, Register's Office for Davidson County, Tennessee, Martha Graves being one and the same person as Martha G. Moynihan.

This is improved (X) unimproved ( ) property known as 690 Clearview Dr. (House Number) (Street) Nashville, TN (P.O. Address) (City or Town) 37205 (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 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 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 Wm. F. Carter 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 $ as agreed 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 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 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 19th day of March 19 82

Martha Graves
MARTHA GRAVES

Steve J. Holzapfel
STEVE J. HOLZAPFEL

Sue Holzapfel
SUE HOLZAPFEL

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 65,000.00

Wm. F. Carter, Atty.
Affiant

Subscribed and sworn to before me, this the 19th day of March 19 82

My commission expires October 20, 1982 (Affix Seal)

Iona M. Coble
Notary Public

STATE OF ALABAMA
COUNTY OF Chambers

Personally appeared before me, FRANCES L. JAMES, a Notary Public in and for said County and State, the within named MARTHA GRAVES (UNMARRIED) the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Wedowee, Alabama this 19TH day of March 19 82

Commission Expires 8-12-84

Frances L. James
Notary Public.

STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Iona M. Coble, a Notary Public in and for said County and State, the within named Steve J. Holzapfel and wife, Sue Holzapfel 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 23 RD. day of March, 19 82.

My commission expires October 20, 1985 Notary Public Iona M. Coble

This instrument was prepared by:

Wm. F. Carter, Atty. — 2401 Hillsboro Rd. Nashville, TN 37212
Name — Address

8494 INSTALLMENT DEED

FROM MARTHA GRAVES
TO STEVE J. HOLZAPFEL, ET UX

RUSH

G 0 4 4 3 4

IDENTIFICATION REFERENCE

MAR 24 1 17 PM '82

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
314 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2200

FORM NO 1005-NESSEY 8-1-75

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5865 PAGE 173

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
			650[illegible].00- CO	
			416[illegible].00- MO	
			169.00 CO TX	
			39.60 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 215.10-	
			849403/24/82 CAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G84434

IDENTIF. REFERENCE

MAR 24 1 17 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 872782