INSTALLMENT DEED

BOOK 6010 PAGE 83

For and in Consideration of the sum of Twenty-Two Thousand and No/100---------- ($22,000.00) ---------- Dollars, of which Two Thousand Two Hundred and No/100 ($2,200.00) ---------- Dollars, has been paid in cash by Joel F. Throneberry, Jr. and wife, Betty L. Throneberry, the receipt of which is hereby acknowledged, and for the remainder Nineteen Thousand Eight Hundred and No/100-------($19,800.00) ---------- Dollars, the said Joel F. Throneberry, Jr. and wife, Betty L. Throneberry ha ve executed a promissory note of even date herewith, payable to the order of Associates Financial Services Company of Tennessee, Inc., in the principal amount of $19,800.00, with interest at the rate of 15% per annum, payable in 35 consecutive monthly installments of $277.12 each and then a final or "balloon payment" of $18,740.99 being due and payable on the 22nd day of February, 1986,

~~all of said notes bearing six per cent interest from date~~, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Associates Financial Services Company of Tennessee, Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said Joel F. Throneberry, Jr. and wife, Betty L. Throneberry, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 45 on the Plan of Section One, Golden Valley Estates, as of record in Book 4175, page 142, Register's Office for said County.

Beginning at a point in the westerly margin of Gwynwood Drive at the corner of Lots 45 and 46; thence with the line between said lots, westerly 120 feet to a point; thence northerly 105 feet to a point in the southerly margin of Richmond Hill Drive; thence with the margin of the same, easterly 95 feet to a point at the beginning of a curve; thence around said curve, southwesterly 39.27 feet to a point in the westerly margin of Gwynwood Drive; thence with the margin of the same, northerly 80 feet to the point of beginning.

Being the same property conveyed to Associates Financial Services Company of Tennessee, Inc. by Trustee's Deed of record in Book 5988, page 117, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 3180 (House Number) Gwynwood Drive (Street), Nashville, TN (P. O. Address: City or Town) 37207 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Joel F. Throneberry, Jr. and wife, Betty L. Throneberry, heirs and assigns forever. It covenants that it is 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 for 1983 real estate taxes.

It further covenants and binds itself and its heirs and representatives, to warrant and forever defend the title to said real estate to said Joel F. Throneberry, Jr. and wife, Betty L. Throneberry, 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 it in hand paid, we, the said Joel F. Throneberry, Jr. and wife, Betty L. Throneberry

do hereby transfer and convey unto Harl Rose, 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 Joel F. Throneberry, Jr. and wife, Betty L. Throneberry,

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 $ 19,800.00 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 interst 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 Joel F. Throneberry, Jr. and wife, Betty L. Throneberry 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; or if 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 trust 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 Joel F. Throneberry, Jr. and wife, Betty L. Throneberry, their 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 Harl Rose, Trustee, shall be vested in said successor.

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 Associates Financial Services Company of Tennessee, Inc. and Joel F. Throneberry, Jr. and wife, Betty L. Throneberry, hereunto set our hands at Nashville, Tennessee, this the 22nd day of February 19 83

ASSOCIATES FINANCIAL SERVICES COMPANY OF TENNESSEE, INC.

By _____ Vice President

Joel F. Throneberry, Jr.

Betty L. Throneberry

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Joel F. Throneberry, Jr. and wife, Betty L. Throneberry,

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 22nd day of February, 19 83

_____ Notary Public.

Commission Expires 11/1/87

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

BOOK 6010 PAGE 86

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Claude Wilcox, with whom I personally acquainted, and who, upon oath, acknowledged him self to be Vice President of the Associates Financial Services Company of Tennessee, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 22nd day of February, 19 83.

Vicki Earls, Notary Public.

Commission expires 7-17-83

(over for additional acknowledgements)

NICKI EARLS NOTARY PUBLIC DAVIDSON

432264

IDENTIF. REFERENCE

FEB 23 9 18 AM '83

FEE $ REGISTER DAVIDSON COUNTY, TN

RSD

INSTALLMENT DEED

FROM
ASSOCIATES FINANCIAL SERVICES COMPANY OF TENNESSEE, INC.

TO
JOEL F. THRONEBERRY, JR. and wife, BETTY L. THRONEBERRY

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOOLEY ED. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joel F. Throneberry, Jr. (NAME)	Same (NAME)	50-13:22
404 Green Harbor Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	12DZ 95336
Old Hickory, TN 37138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

D. W. McMackin, Atty.
Fourth Floor, St. Cloud Corner
500 Church Street
Nashville, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 22,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF February, 19 83

Vicki Earls
Notary Public

MY COMMISSION EXPIRES: 7-17-83

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6010 PAGE 87

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			22000.00-	CO
			19800.00-	MO
			57.20	CO TX
			17.80	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	87.50-
			8652A02/23/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H32264

IDENTIF. REFERENCE

FEB 23 9 18 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 930766