This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD- 4

FROM

Irene Fisher, as Trustee for

Gary Fisher and Lori Fisher

TO

Phillip Eugene Derryberry and
wife, Sharyn Parmer Derryberry

For draftsman's use

This instrument was prepared by:
Richard W. Mattson
LEVINE, BREWER & KRAUSE
210 Third Avenue, North
P.O. Box 2830
Nashville, Tennessee 37219-0830

BOOK 6265 PAGE 580

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Phillip Eugene Derryberry Sharyn Parmer Derryberry (NAME)	Same (NAME)	9D -10225
7872 Charlotte Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	114-217
Nashville, TN 37209 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Mail

(FOR REGISTER'S USE)

11385

IDENTIF. REFERENCE

APR 5 3 43 PM '84

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 49,500.00 Irene Fisher
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF April, 1984.

Notary Public

MY COMMISSION EXPIRES: July 27, 1986

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ($49,500.00)
Forty Nine Thousand Five Hundred and No/100 **DOLLARS**

of which $ 9,500.00 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 of same date herewith in the principal sum of Forty Thousand and No/100 ($40,000.00) Dollars, payable to Irene Fisher, as Trustee for Gary Fisher and Lori Fisher, the terms of said note being incorporated by reference with interest from date in the amount of Ten (10%) Percent, per annum, compounded monthly, until paid. Irene Fisher, as Trustee for Gary Fisher and Lori Fisher, shall have the right to declare the entire balance of the loan due or to renegotiate the interest rate in the event the grantees transfer any interest in the property other than that which would create an inferior lien without the written consent of Irene Fisher as Trustee for Gary Fisher and Lori Fisher

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,

Irene Fisher, as Trustee for Gary Fisher and Lori Fisher

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

Phillip Eugene Derryberry and wife, Sharyn Parmer Derryberry

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

A tract of land in the 8th Civil District of Davidson County, Tennessee and described according to a survey made by John M. Sullivan, Surveyor, August 20, 1948, as follows:

Beginning at a point in the center line of U.S. Highway No. 70 at George Becker and wife's southeast corner; thence with the Highway, North 60 deg. 11' East 320.9 feet to the beginning of a curve; thence with the curve, having a radius of 2109.2 feet, a distance of 775.4 feet to the end of a curve, and continuing with the center of the road, North 39 deg. 7' East 118.3 feet to a corner of a 3.1 acre tract shown on said survey; thence with the line of said 3.1 acre tract as follows: North 76 deg. 51' West 128.7 feet; North 21 deg. 04' West 85 feet; North 1 deg. 14' West 175 feet; North 13 deg. 04' East 369.6 feet to a point in a fence line at the northwest corner of the 3.1 acre tract; thence with the fence, South 76 deg. West 813.6 feet; South 76 deg. 46' West 61.4 feet to the point in Robert Stephens' line; thence with his line and George Becker's line, along a fence, South 0 deg. 56' West 1193.1 feet to the beginning, containing 18.8 acres, more or less.

Being the same property conveyed to Irene Fisher as Trustee a 1/2 interest for Gary Fisher and unto Irene Fisher as Trustee a 1/2 interest for Lori Fisher by deed from Mose L. Levitan and wife Rose F. Levitan of record in Book 5558, page 678, Register's Office for Davidson County, Tennessee.

04/05 173.20- CHECK

6476

This is unimproved (X) improved ( ) property, known as See property description
(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 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 Lawrence E. Levine 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 $ N/A 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 entery, 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 authorised.
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 4th day of April, 19 84.

IRENE FISHER, As Trustee for Gary Fisher and Lori Fisher	PHILLIP EUGENE DERRYBERRY
	SHARYN PARMER DERRYBERRY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Richard W. Mattson, a Notary Public in and for said County and State, the within named Irene Fisher, As Trustee for Gary Fisher and Lori Fisher 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 Nashville Tennessee, this 4th day of April, 1984.

Notary Public.

Commission expires July 27, 1986

RICHARD W. MATTSON NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Richard W. Mattson, a Notary Public of the State and County aforesaid, personally appeared Phillip Eugene Derryberry and wife, Sharyn Parmer Derryberry with whom I am personally acquainted, and who, upon oath, acknowledged ~~himself~~ ....of the ~~the within named bargainor, a corporation, and that~~ t heyas such ~~being authorized so to do~~ executed the foregoing instrument for the purpose therein contained, ~~by signing the name of the corporation by~~ ~~himself as~~

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee this 4th day of April, 1984.

Notary Public.

Commission expires July 27, 1986

RICHARD W. MATTSON NOTARY PUBLIC DAVIDSON COUNTY

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

RECEIVED OF _____

FOR _____

BOOK 6265 PAGE 582

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
			49500.00- CAMT.	
			40000.00- MAMT.	
			128.70 CSTAX	
			38.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 173.20-	
			6476A04/05/84 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11 3 8 5 5.

IDENTIF. REFERENCE T

APR 5 3 45 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 26297