This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

SHIRLEY HOFFMAN HOLLEY FOGELSONG ET VIR

TO

JEFFARY ALAN HOLLEY ET UX

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY

FRANK M. NEWMAN, ATTY.
DONELSON, TN. 37214

BOOK 6266 PAGE 327

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M/M Jeffary A. Holley (NAME)	same (NAME)	Map 43-2
1118 Snow Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 01
Madison, TN. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	11D24522

(FOR REGISTER'S USE)

I I 4 0 9 6

IDENTIF. REFERENCE

APR 6 3 43 PM '84

FELIX A. WILLIAMS II REGISTER DAVIDSON COUNTY, TN.

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 20,000.00 Mrs. Jeffary A. Holley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF April 1984

Notary Public

MY COMMISSION EXPIRES: May 19, 1986
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $20,000.00
TWENTY THOUSAND AND NO/100---------- DOLLARS

of which $ none 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 their joint promissary note in the principal sum of Twenty Thousand and no/100 Dollars ($20,000.00) payable to the order of JAMES R. HOLLEY and JASON A HOLLEY in 180 monthly installments, the first thru the 179th installments being One Hundred Eleven and eleven/100 Dollars ($111.11) and the last or 180th installment being One Hundred Eleven and thirty-one/100 Dollars ($111.31) said note being without interest, the first installment being due on the _____ day of April, 1984 and each installment thereafter on the same day of each succeeding month until paid in full,

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,

we, SHIRLEY HOFFMAN HOLLEY FOGLESONG AND HUSBAND, MARLIN R. FOGLESONG

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto JEFFARY ALAN HOLLEY AND WIFE, PATRICIA ANN HOLLEY, their

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

A Tract of Land located in the 11th Civil District of Davidson County, Tennessee described as follows:

SAID lot fronts 193 feet on the northerly side of Snow Avenue and runs back between lines, measuring 200 feet on the easterly line and 206 feet on the westerly line, to a line in the rear measuring 126 feet thereon.

BEING the same property conveyed to G. R. Hoffman by deed from Lester Lee and wife, Myrtle Proctor Lee, by deed of record in Book 725, page 328 in the Register's Office of Davidson County, Tennessee and passing by the will of G. R. Hoffman to his wife, Allean Hoffman, said will of record in Will Book 96, page 121 and by the will of Allean Hoffman to her daughter, Shirley Hoffman Holley, Shirley Hoffman Holley and Shirley Hoffman Holley Foglesong being one and the same person, said will of record in Will Book 140, page 196, both wills of record in the Office of the Probate Court Clerk of Davidson County, Tennessee.

CHECK 04/06 76.50

This is improved (X) unimproved ( ) property, known as 1118 (House Number) Snow Avenue (Street) Madison, TN. 37115 (P. O. Address: City or Town) (Postal Zone)

6792

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 H. Philip Sadler 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 $ 20,000.00 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 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 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 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 29 day of March 19 84

X Jeffary Alan Holley
JEFFARY ALAN HOLLEY

X Patricia Ann Holley
PATRICIA ANN HOLLEY

X Shirley Hoffman Holley Foglesong
SHIRLEY HOFFMAN HOLLEY FOGLESONG

X Marlin R. Foglesong
MARLIN R. FOGLESONG

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Shirley Hoffman Holley Foglesong and husband, Marlin R. Foglesong, and Jeffary Alan Holley and wife, Patricia Ann Holley. 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 29 day of March, 19 84

Godwin Harrison
Notary Public

Commission expires My Commission Expires July 22, 1984

GODWIN HARRISON ★ NOTARY PUBLIC ★ DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I am personally acquainted, and who, upon oath, acknowledged self to be of the , the within named bargainor, a corporation, and that he as such , being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in , this day of , 19 .

, Notary Public.

Commission expires .

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 6266 PAGE 329

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
			20000.00-	CAMT.
			20000.00-	MAMT.
			52.00	CSTAX
			16.00	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	76.50-
			6792A04/06/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11:40 96

IDENTIF. REFERENCE

APR 6 3 45 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 26604