INSTALLMENT DEED

BOOK 6294 PAGE 485

For and in Consideration of the sum of TWENTY-NINE THOUSAND AND NO/100---------

($29,000.00)---------- Dollars,

of which ---------SIX THOUSAND AND NO/100 ($6,000.00)---------- Dollars,

has been paid in cash by Ralph Emerton and wife, Leona C. Emerton

the receipt of which is hereby acknowledged, and for the remainder TWENTY-THREE THOUSAND

AND NO/100 ($23,000.00)---------- Dollars,

the said Ralph Emerton and wife, Leona C. Emerton ha s executed an installment deed note in the principal amount of $23,000.00 payable to the order of Houston Hill. Said note being payable in 120 monthly installments with the first payment of $254.43 being due and payable one month from even date and thereafter on the same day of each succeeding month for 119 months alike amount is due and payable and on the same day of the 120th month the entire principal balance is due and payable. Said note bears interest at the rate of 13% per annum and interest is included in said payments.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed.

Houston Hill, a single person

have this day bargained and sold, and do hereby transfer and convey unto the said

Ralph Emerton and wife, Leona C. Emerton, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land in Davidson County, Tennessee, being the southerly one-half of Lot No.183 and all of Lot No. 184 on the Map of Overhill City and W. H. Fox's Subdivision of part of the Cumberland Nurseries, as of record in Book 332, page 21, Register's Office for said County, described as follows:

Said part of Lot No. 183 and all of Lot No. 184 front together 75 feet on the easterly side of Fox Avenue and run back between parallel lines 150 feet to an alley.

Being the same property conveyed to Houston Hill, single by deed from heirs at law of H. C. Hughes and wife, Norvia Hughes, being Maxine Mosely, Howard Hughes, Henry C. Hughes, Jr. and Odessa Bonacich of record in Book 6267, page 351, Register's Office for Davidson County, Tennessee.

This Instrument Was Prepared By

Phillips Davidson (gd)

Of The Law Firm Pedigo & Davidson

Stahlman Building: Nashville, Tennessee

This is unimproved ( ) improved (X) property, known as 2204 (House Number) Fox Ave (Street) Nashville, Tenn (P O Address) (City or Town) (Zip Code)

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To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ralph Emerton and wife, Leona C. Emerton, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Ralph Emerton and wife, Leona C. Emerton, 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 in hand paid, , the said Ralph Emerton and wife, Leona C. Emerton

do hereby transfer and convey unto Phillip Saindon, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

, the said Ralph Emerton and wife, Leona C. Emerton

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 the insurable value 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.

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 Ralph Emerton and wife, Leona C. Emerton 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 grantor 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 Phillip Saindon, 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.

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IN WITNESS WHEREOF, we, the said Houston Hill and Ralph Emerton and wife, Leona C. Emerton hereunto set our hands at Nashville, Tennessee, this the 16 day of May 1984

Ralph Emerton

Leona C. Emerton

Houston Hill

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, Edmund Nell, a Notary Public in and for said County and State, the within named Houston Hill and Ralph Emerton and wife Leona C. Emerton, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 16 day of May 1984

Edmund Nell, Notary Public

Commission Expires 7-21-84

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

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Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

RECEIVED FOR RECORD
MAY 16 2 24 PM 1984
TENNESSEE REFERENCE

122867

INSTALLMENT DEED

FROM
HOUSTON HILL

TO
RALPH EMERTON, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

PEDIGO & SAINDON

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ralph Emerton, et ux (NAME)	Same (NAME)	Map 119-1
2204 Fox Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 222 & 223
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	6DA 16183 6DA 16184

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 29.00.00 + Robert Emerton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE

16 DAY OF May, 19 84

Notary Public

MY COMMISSION EXPIRES: 7-21-84

(AFFIX SEAL)

STATE OF TENNESSEE
DAVIDSON COUNTY

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

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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
			25000.00- CONT.	
			63000.00- CONT.	
			75.40 COTAX	
			21.00 MOTAX	
			.50 PRFEE	
			12.00 MORTG	
			CHECK	108.90-
7501	05/18/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 2 2 8 6 7

IDENTIF. REFERENCE

May 18 9 28 AM '84

No. 0036986