This instrument prepared by:
W. Ovid Collins, Jr., Attorney
P. O. Box 2808
Nashville, TN 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William R. Coles	Same	Field Book
(NAME:) 1045 Gateway Lane	(NAME:)	0H-10830 Map -131-16
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37220	(STREET ADDRESS)	Parcel 65
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6342 PAGE 740

FOR AND IN CONSIDERATION of the sum of One Hundred and Twenty-Two Thousand --- ----------($122,000.00)---------- *Dollars, of which* Forty Thousand ---------- ----------($40,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Eighty-Two Thousand ------ ----------($82,000.00)---------- *Dollars,*

WILLIAM R. COLES and wife, MELINDA H. COLES *ha*ve *executed*

an Installment Deed Note in said amount of Eighty-Two Thousand Dollars payable in five years by 59 monthly payments of Eight Hundred and Seventy-Five Dollars and Fifteen Cents ($875.15), including principal and interest at 12.5% per annum, commencing September 1, 1984 and one final payment due August 1, 1989 in the amount of Eighty-One Thousand One Hundred and Thirty-Eight Dollars and Twenty-Nine Cents ($81,138.29)

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, OVERTON H. TAYLOR has

es

~~has~~ *this day bargained and sold, and do hereby transfer and convey unto the said* WILLIAM R. COLES and wife, MELINDA H. COLES, their

~~successors~~ *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 3 of Block D on the Map of the First Addition to Gateway Acres, a part of the Overton Lea Estates, described according to a survey made by Blanchard & Parrish, Engineers, May 1st, 1941, as follows:

Beginning at a point on the Southerly margin of Gateway Lane at the common corner of Lots Nos. 2 and 3; thence with the line between said two lots Southwardly 243.5 feet to the Southwest corner of Lot No. 3; thence with South line of said Lot No. 3 Eastwardly 414.5 feet to the Southeast corner of Lot No. 3; thence with the East line of Lot No. 3 Northwardly 173.8 feet to the Southerly line of Gateway Lane; thence with the Southerly line of said Lane, Westwardly 69.5 feet; thence Westwardly 80 feet to the beginning of a slight curve in said Road; thence Westwardly 191.20 feet to the beginning of another curve; thence Westwardly 24.1 feet with curve; thence with curve Westwardly 76.3 feet; thence Westwardly 26.1 feet to the point of beginning, containing 1.86 acres, more or less.

Being the same property conveyed to Overton H. Taylor and wife Edith M. Taylor by deed from William C. Finch and wife, Lucy B. Finch of record in Book 3853, page 855, Register's Office for (CONT'D)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 122,000.00

Subscribed and sworn to before me, this the 19th day of July 19 84

Affiant

My commission expires: 4-17-88 (Affix Seal)

Notary Public

5502 07/2 09.70- CHEC

(Description Continuation)
Davidson County, Tennessee, the said Edith M. Taylor having since died.

(NOTICE Continuation) BOOK 6342 PAGE 741

If the holder exercises such option to accelerate, he shall mail Trustors' notice of acceleration which shall provide a period of not less that 30 days from the date the notice is mailed within which Trustors may pay the sum declared due. If Trustors fail to pay such sums prior to the expiration of such period the holder may, without further notice or demand on Trustors, invoke any remedies permitted by the provisions of this instrument.

Trustors shall be entitled to notice of default in the event of failure to perform any covenants herein and a period of 30 days to cure said default prior to the holder of the indebtedness exercising any right to foreclose as stated herein. This notice and cure period shall not apply to payment of monthly installments of the indebtedness secured hereby.

This is unimproved ( ) improved (X) property, known as 1045 Gateway, Nashville (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said WILLIAM R. COLES and wife, MELINDA H. COLES, their (successors), *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.* except for 1984 realty taxes which have been prorated and assumed by Grantees and easements and restrictive covenants of record.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* WILLIAM R. COLES, and wife, MELINDA H. COLES, their (successors), *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said WILLIAM R. COLES, and wife, MELINDA H. COLES *hereinafter referred to as trustors, hereby transfer and convey unto* W. OVID COLLINS, JR., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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:

/statutory right and

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 indebtedness 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 trustors, their order, representatives or assigns. /herein.

NOTICE: The clauses on the reverse side of this page are incorporated

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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 19 *day of* July, *19*84

William R Coles

Melinda H. Coles

Overton H Taylor

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Peggy L. Jones, *a Notary Public in and for said County and State,* OVERTON H. TAYLOR

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 19th *day of* July, *1984*

Peggy L. Jones, *Notary Public*

Commission expires 4-17-88

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, Peggy L. Jones, *a Notary Public in and for said County and State,* WILLIAM R. COLES and wife, MELINDA H. COLES,

the within named bargainor S., 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* 19th *day of* July, *19* 84

Peggy L. Jones *Notary Public*

Commission expires 4-17-88

PEGGY L. JONES NOTARY PUBLIC DAVIDSON COUNTY

RUSH

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 .....

If all or any part of the above described property or an interest therein is sold or transferred by Trustors without the prior written consent of the holder of the above lien indebtedness, excluding (a) the creation of a lien or encumbrance subordinant to this Installment Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the holder of the indebtedness may, at his option, declare all the sums secured by this Deed Of Trust to be immediately due and payable. The holder shall have waived such option to accelerate if, prior to the sale or transfer, he and the person to whom the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to the holder and that the interest payable on the sum secured by this Installment Deed shall be at such rate as the holder shall request. If the holder has waived the option to accelerate provided in this paragraph and if Trustors' successor in interest has executed a written assumption agreement accepted in writing by the holder, such holder shall release Trustors from all obligations under this Installment Deed and the Note.

(CONTINUED ON PAGE 2)

INSTALLMENT DEED

FROM
OVERTON H. TAYLOR

TO
WILLIAM R. COLES and wife,
MELINDA H. COLES

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6342 PAGE 744

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			122000.00-	CAMT.
			62000.00-	MAMT.
			317.20	CSTAX
			80.00	MSTAX
			.50	PRFEE
			12.00	MDEED
				CHECK 409.70-
			5502A07/20/64	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5 7 7 0 4

IDENTIF. REFERENCE

JUL 20 12 35 PM '64

No.0054506