FILE IN BOX 4

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

DORIS T. FLEISCHER and husband,
GERALD FLEISCHER

TO

RUSSELL MADDOX and wife,
FAYE MADDOX

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church Street Bldg.
Nashville, Tennessee 37201

BOOK 6372 PAGE 449

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
RUSSELL MADDOX (NAME)	"OWNERS" (NAME)	MAP 43-16
7136 General Kershaw Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCELS 5,6 & 7
OLD HICKORY TN (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	#11D-52180 #11D-52185 11D-52175

(FOR REGISTER'S USE)

I 4 7 0 5 0

T IDENTIF. REFERENCE

AUG 31 4 02 PM '84

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$85,000.00. Russell Maddox
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31ST DAY OF AUGUST, 19 84

Notary Public

MY COMMISSION EXPIRES: 2/19/88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of EIGHTY-FIVE THOUSAND and NO/100---------- ($85,000.00)---------- DOLLARS

of which $8,500.00 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 their joint Promissory Note in the original principal sum of $76,500.00 payable in monthly installments of $842.33 each including principal and interest at the rate of Twelve (12%) per annum beginning October 1, 1984, balance due and payable on or before September 1, 1994. Any payment received by the Noteholder more than 15 days after the date on which it is due shall be subject to a 4% late charge.

This Deed may not be assumed nor may the property be conveyed subject to this Deed without the Noteholders' written permission. (Reference is made to said Note for complete terms and conditions.)

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, DORIS T. FLEISCHER and husband, GERALD FLEISCHER,

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

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

See attached Exhibit "A" for complete legal description and made a part hereof.

08/31 305.00- CHECK

7169

This is (unimproved ( ) improved (XX)) property, known as 106-108 Rio Vista Drive, Madison, Tennessee 37115
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

BOOK 6372 PAGE 450

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 J.J. FOLEY, JR., 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 $ 76,500.00 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 thereon, 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; or 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 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 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 31st day of August, 19 84

DORIS T. FLEISCHER

RUSSELL MADDOX

GERALD FLEISCHER

FAYE MADDOX

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 DORIS T. FLEISCHER and husband, GERALD FLEISCHER, and RUSSELL MADDOX and wife, FAYE MADDOX, 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of August, 1984.

Notary Public

Commission expires 2/19/88

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, (or proved to me on the basis of satisfactory evidence), 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 _____

EXHIBIT "A"

LAND in Davidson County, Tennessee, being Lots Nos. 12 and 13, Block "B", on the Revised Plan of Myatt-Eagan Subdivision, of record in Book 1424, Page 107, Register's Office for said County.

SAID Lots Nos. 12 and 13 front together 100 feet on the easterly side of Rio Vista Drive and extends back 210.8 feet on the northerly line and 224.4 feet on the southerly line to a dead line, measuring 100.96 feet thereon.

BEING the same property conveyed to Dorris T. Fleischer by Deed from Pauline Tenzel, of record in Book 3437, Page 442, Register's Office for Davidson County, Tennessee. The said Dorris T. Fleischer and Doris T. Fleischer being one and the same person.

INCLUDED in this conveyance but excluded from any warranties of title or siezen, the "Grantors" quitclaim and convey all their right, title and interest to the said "Grantees", a parcel or tract of land as follows:

THAT part of the land hereinafter described remaining after purchase by the State of Tennessee of approximately 0.17 acres, the original property being Lot No. 11, Block "B", of the Myatt-Eagan Subdivision, an unrecorded plan of a recorded plan of Anderson Estates, of record in plan Book 1130, Page 37, Register's Office for Davidson County, Tennessee.

SAID Lot begins at a point on the easterly margin of Rio Vista Drive at the corner of Lots Nos. 10 and 11 being 180 feet North of the northerly margin of Old Hickory Boulevard; thence, with the line between Lots Nos. 10, 9, 8, 7, 6, and 11 eastwardly 231.2 feet to a dead line; thence, with said line northwardly 50.46 feet to the common corner Lots Nos. 11 and 12; thence, with the line between Lots Nos. 11 and 12 westwardly 224.4 feet to the easterly margin of Rio Vista Drive; thence, with said drive southwardly 50 feet to the beginning.

BEING the same property conveyed to Gerald Fleischer and wife, Doris Fleischer, by Deed from Mrs. Gladys L. Skaggs Burks, formerly Gladys L. Skaggs Gossage, of record in Book 4338, Page 820, Register's Office for Davidson County, Tennessee. Doris Fleischer and Doris T. Fleischer being one and the same person.

[redacted]

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6372 PAGE 452

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

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

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			85000.00- CAMT.	
			76500.00- MAMT.	
			221.00 CSTAX	
			74.50 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 305.00-	
7169A	08/31/84	BAL	.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 47050

IDENTIF. REFERENCE

AUG 31 4 02 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 0065793