This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED File 4 Form No. WD-4

FROM

EDWARD M. CULVER

TO

WILLIAM L. PETERS and wife,
MARILYN D. PETERS

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
SUITE 500, ONE CHURCH STREET BUILDING
NASHVILLE, TENNESSEE 37201

BOOK 6394 PAGE 322

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William L. Peters (NAME)	National Mortgage Company (NAME)	150-1-89
2744 Mossdale Drive (STREET ADDRESS OR ROUTE NUMBER)	4041 Knight Arnold Road (STREET ADDRESS)	2D-41290
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Memphis, Tennessee 38118 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

I 53569

IDENTIF. REFERENCE

OCT 2 11 07 AM '84

FELIX A. [illegible] II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 73,000.00 William L. Peters
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF October 19 84.

Notary Public

MY COMMISSION EXPIRES: 2/19/88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SEVENTY THREE THOUSAND and No/100 ($73,000.00) **DOLLARS**

of which $ 13,269.87 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 (1) assumed and agreed to pay the unpaid principal balance in the sum of $29,730.13 owing upon a certain note secured by a deed of trust of record in Book 4896, page 245, Register's Office for Davidson County, Tennessee, and (2) for the remaining $30,000.00 have executed their joint promissory note of even date payable to the order of the Grantor herein in 119 monthly installments of $315.97 each beginning November 1, 1984, including interest at the rate of 12% per annum with the final payment, if not sooner paid being due and payable on the 1st day of October, 1994. Monthly payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal. Which said indebtedness can not be assumed by a subsequent purchaser without the prior written consent of the Noteholder.

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,

I, EDWARD M. CULVER

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

WILLIAM L. PETERS and wife, MARILYN D. PETERS,

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

Being Lot No. 18 on the Plan of Edge-O-Lake Estates, Section 3, of record in Book 3600, page 82, Register's Office for said County, to which said plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Nancy Igleheart Ryan and Edward M. Culver by deed from First Realty Group, Inc. of record in Book 5150, page 790, said Register's Office. The said Nancy Igleheart Ryan having since conveyed her interest in said property to Edward M. Culver by deed of record in Book 5477, page 148, said Register's Office.

Avolyn P. Culver, the wife of Edward M. Culver, joins in the execution of this deed for the purpose of releasing any and all rights that she may have or be entitled to in the above described property, especially her marital rights.

10/82 274.33 - CHECK

3170

This is (unimproved / improved (X)) property, known as 2744 Mossdale Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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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 unincumbered.

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.

We have for the purpose of securing the payment of said notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of default in payment of said notes, as this instrument is hereinafter provided, and for the consideration of one dollar, cash in hand paid, we the said grantors hereby do bargain, sell, transfer and convey unto Peter Weiss, trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid; and we, the said grantors, hereby agree to keep all buildings now on or to be hereafter erected on said property insured against loss by fire, tornado and windstorm in some reliable fire insurance company or companies for at least the sum of $ 60,000.00 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 that are now or may hereafter be levied or assessed against said property, before the same become delinquent, and in case we fail to perform any of these things, and to discharge and treat the same or any of them as expended as part of the indebtedness secured thereby. The same to bear interest from the date of such payment. Now, if we, the said grantors, shall pay the notes aforesaid when due according to their tenor 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 hereby authorize the Trustee or his successor, at the request of the lawful owner and holder of said notes, without thirty days notice after default in payment of this trust conveyance, to sell said real estate at the request 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 recitals may be had 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 at once upon the delivery to him by the Trustee of a deed to 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 grantors, 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 hereinbefore described notes, or a majority 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 hereby 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, the said grantors and grantees have hereunto set our hands this the 1st day of October, 19 84.

Edward M. Culver
EDWARD M. CULVER

William L. Peters
WILLIAM L. PETERS

Avolyn P. Culver
AVOLYN P. CULVER

Marilyn D. Peters
MARILYN D. PETERS

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 Edward M. Culver and wife, Avolyn P. Culver, and William L. Peters and wife, Marilyn D. Peters, 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 1st day of October, 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 _____

OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 6394 PAGE 324

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
			73000.00-	CAMT.
			30000.00-	MAMT.
			189.80	CSTAX
			28.00	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	224.30-
5170A	10/02/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I.5356.9

IDENTIF. REFERENCE

Oct 2 11 07 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0073570