This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

THEODORE LEMLE and wife,
NETTIE S. LEMLE

TO

ARTHUR L. THOMPSON and wife,
JOYCE M. THOMPSON,

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
SUITE 500, One Church Street Building
Nashville, Tennessee 37201

BOOK 6395 PAGE 284

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Arthur L. Thompson (NAME)	The Kissell Company (NAME)	60-4-78
3133 Oak Ridge Drive (STREET ADDRESS OR ROUTE NUMBER)	30 Warder Street (STREET ADDRESS)	12DZ-43530
Nashville, Tennessee 37207 (CITY) (STATE) (P. O. ZIP)	Springfield, Ohio 45501 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

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IDENTIF. REFERENCE

Dec 3 11 43 AM '84

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$70,535.56 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF October, 1984

Notary Public

MY COMMISSION EXPIRES: 2/19/88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SEVENTY THOUSAND FIVE HUNDRED THIRTY FIVE and 56/100 ($70,535.56) DOLLARS

of which $ 9,000.00 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 (1) assumed and agreed to pay the unpaid principal balance in the sum of $56,035.56 owing upon a certain note secured by a deed of trust of record in Book 5544, page 305, Register's Office for Davidson County, Tennessee; and (2) have executed their joint promissory note of even date payable to the order of the Grantors herein in the sum of $5,500.00 payable in 72 monthly installments of $107.53, each, including interest at the rate of 12% per annum, beginning November 15th, 1984, and thereafter a like sum on the 15th day of each succeeding month and the remaining balance of said principal sum on the 15th day of October, 1990. Said 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.

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, THEODORE LEMLE and wife, NETTIE S. LEMLE,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto ARTHUR L. THOMPSON and wife, JOYCE M. THOMPSON,

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

Being Lot No. 59 on the Plan of Section 1, Oak Park, as of record in Book 3600, page 84, Register's Office for said County.

Said Lot No. 59 fronts 90 feet on the easterly side of Oak Ridge Drive and extends back 151.78 feet on the northerly line and 152.37 feet on the southerly line to a line in the rear which measures 90 feet.

Being the same property conveyed to Theodore Lemle and wife, Nettie S. Lemle, by deed from John W. Stewart, Jr. and wife, Alma J. Stewart, of record in Book 5819, page 336, said Register's Office.

This conveyance is subject to easements and set back lines as shown on the plan of record and restrictive covenants of record in Book 3821, page 343 as amended in Book 3865, page 403, said Register's Office.

This is unimproved ( ) improved (X) property, known as 3133 Oak Ridge Drive, Nashville, Tennessee 37207
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and avoiding 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 grantors herein do hereby transfer and convey unto Peter Weiss, trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the purposes above said only. We the said grantors 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 $ 61,500.00 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 as they fall 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 grantors, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep repairs paid, and keep said premises insured as above said, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes as given therein, 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 within ten days after 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 relative 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 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 by the protection of said property, as herein authorized.
4th — The residue, if any, will be paid to the grantors 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 a majority of them, 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 first day of October, A.D. 84

Theodore Lemle
THEODORE LEMLE

Nettie S. Lemle
NETTIE S. LEMLE

Arthur L. Thompson
ARTHUR L. THOMPSON

Joyce M. Thompson
JOYCE M. THOMPSON

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 Arthur L. Thompson and wife Joyce M. Thompson, 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, 19 84.

Notary Public

Commission expires 2/19/88

STATE OF TENNESSEE)

STATE OF ARIZONA)
County of MARICOPA)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Theodore Lemle and wife, Nettie S. Lemle,

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 Phoenix, Arizona, this 1st day of October, 19 84.

Notary Public

Commission Expires

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6395 PAGE 286

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
			70535.56-	CAMT.
			5500.00-	MAMT.
			183.30	CSTAX
			3.50	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	193.30-
5592A	10/03/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

OCT 3 11 43 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0073982