Instalment Deed

ADDRESS OF OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP - PARCEL NUMBERS
PAUL WOODROW FREY, ET UX Patricia Joyce Frey 2848 Emery Drive Nashville, TN	Same	Map 96-10 Par. 33

Book 6401 Page 118

FOR AND IN CONSIDERATION of the sum of Forty Four Thousand and -------no/100 Dollars ($44,000.00) Dollars,

of which -0- Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Forty Four Thousand and no/100 ----------($44,000.00) Dolla

PAUL WOODROW FREY and Wife, PATRICIA JOYCE FREY

ha VE executo

a Purchase Money Installment Note of even date in the principal sum of Forty Four Thousand Dollars ($44,000.00) payable to Clyde O. Brooks and wife, Clellie L. Brooks, the details of which are incorporated herein by reference as though copied verbatim.

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. CLYDE O. BROOKS and wife CLELLIE L. BROOKS

have this day bargained and sold, and do hereby transfer and convey unto the said PAUL WOODROW FREY and Wife, PATRICIA JOYCE FREY their (successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows

Land in Davidson County, Tennessee, being Lot No. 278 on the Plan of Cloverhill Section VI, as of record in Book 2133, Page 89, Register's Office for said County.

Said Lot No. 278 fronts 65 feet on the northerly side of Emery Drive, and extends back 178.6 feet on the easterly line and 224.8 feet on the westerly line, to a dead line in the rear on which it measures 81 feet.

Being the same property conveyed to Clyde O. Brooks and wife, Clellie L. Brooks, by Deed from Dennie N. Brooks and wife, Mary C. Brooks, of record in Book 4124, page 162, Register's Office, Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 44,000.00

Affiant

Subscribed and sworn to before me, this the 28th day of

ID

My Commission expires (Affix Seal) Notary Public

This is improved unimproved property, known as 2848 Emery Drive, Nashville, Tennessee
(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 Clyde O. Brooks and Wife, Clellie L. Brooks, their (successors),

heirs and assigns forever. they covenant that they 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 except a debt owed to Nashville City Bank, secured by a Deed of Trust of record in Book _____, page _____, Register's Office, Davidson Co., TN

Further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said Paul Woodrow Frey and Wife, Patricia Joyce Frey, 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 Note indebtedness; rendering unnecessary court proceedings for the enforcement of said Note 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 Paul Woodrow Frey and wife, Patricia Joyce Frey

hereinafter referred to as trustors, hereby transfer and convey unto Albert J. Fox, 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 $ 44,000.00, 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 [illegible] agree to pay all [illegible] and assessments thereon, general or special [illegible] them when due and upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove any [illegible] liens which may be hereafter levied and property and which shall adversely affect the lien of this instrument or enforcement of the [illegible] and provisions hereof, to keep [illegible] improvements on said property in good repair and preservation and in case the trustee or his successors or the lawful owner and holder of [illegible] liens shall hereafter be or be made a party to any suit or proceeding affecting the title to or possession of said property, or the lien of this instrument, or appear in any court to protect the above conditions, all the costs and expenses of such appearance or proceeding, including [illegible] with a reasonable attorney's fee, shall be allowed and be payable by trustors upon demand of the trustee, lawful owner or holder of said indebtedness, and upon failure to do any of the above, then said trustee or the lawful owner and holder of said indebtedness may do any or all of the things and the amounts so paid shall bear [illegible] cent 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 [illegible] keep and perform and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be void; but if default be made in the payment of said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if failing to pay taxes, keep the premises 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, as provided 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 all the 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 public sales in some [illegible] newspaper 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 by the said trustors, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the beneficiary hereunder, may purchase at said sale. After deducting all costs, fees and expenses of said trustee, including reasonable attorney's fee for the use of counsel in advising said trustee in the premises, as herein provided, and of executing this trust, and of making sale and conveyance, including [illegible] cent commissions on the first $1,000.00 and 2% on any amount in excess thereof, the proceeds of said sale shall be applied: First, to the payment of all unpaid taxes, assessments and liens which may be or become superior to the lien hereof; second, to the payment of the indebtedness secured hereby, whether matured or unmatured, with interest on matured amounts until paid; and third, the balance, if any, to the person or persons legally entitled thereto. The trustee may, at any time after default in the payment of any said indebtedness, enter upon 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, before selling said property as herein provided, is requested to enter and take possession thereof, the purchaser shall be entitled to immediate possession of the said property 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 incident to the execution and enforcement of this trust conveyance and sale, including reasonable attorney's fees for services in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement thereof, and 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 hereby 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.

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 note is outstanding, then of the first-maturing unpaid note, or upon request or failure so to do, then the Register of the County in which the land is situated, upon the written request of the lawful owner and holder of said indebtedness, or of said 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 above named trustee shall be vested in said successor.

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

Witness our hands this 25th day of June, 1984, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

6401 119

Clyde O. Brooks

Clellie L. Brooks

Patricia Joyce Frey

Paul Woodrow Frey

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Clyde O. Brooks, Et Ux, Clellie L. Brooks and Paul Woodrow Frey, et ux, Patricia Joyce Frey

the within named 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 Nashville, Tennessee, this 25th day of June, 19 84.

Notary Public

Commission expires 11/19/88

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, 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 execute 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

INSTALLMENT DEED

FROM

CLYDE O. BROOKS, Et Ux

CLELLIE L. BROOKS

TO

PAUL WOODROW FREY, Et Ux

PATRICIA JOYCE FREY

RECEIVED FOR RECORD
Oct 11 9 10 AM '84
TENNESSEE REGISTER

1557338

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6401 PAGE 120

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

44000.00- CAMT.
44000.00- MAMT.
114.40 CSTAX
42.00 MSTAX
.50 PRFEE
6.00 WDEED
CASH 162.90-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK .00

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IDENTIF. REFERENCE

Oct 11 9 10 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 0075983