This instrument prepared by:
Don L. Smith, Attorney
700 Metropolitan Federal Bldg.
230 Fourth Avenue, N.
Nashville, Tennessee 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Patrick G. Emery, et ux	Same	132-10 #20
(NAME:)	(NAME:)	
4413 Curtiswood Circle		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37204		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6450 PAGE 94

FOR AND IN CONSIDERATION of the sum of One Hundred Fifty Thousand and no/100------
----------($150,000.00) *Dollars,*
of which Twenty-Five Thousand and no/100 ($25,000.00)----------
---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty-Five Thousand and no/100 ($125,000.00)---------- *Dollars,*
Patrick G. Emery and wife, Carolyn H. Emery,
have executed
a promissory note of even date herewith in the original principal amount of One Hundred Twenty-Five Thousand and no/100 ($125,000.00) Dollars, plus interest, payable in three hundred sixty (360) equal monthly installments of One Thousand One Hundred Ninety and 40/100 ($1,190.40) Dollars, which includes principal and interest at the rate of eleven (11%) percent per annum. The first of such installments shall be due and payable on the 17th day of January, 1985. Thereafter, a like amount shall be due and payable on the 17th day of each consecutive calendar month until all principal and interest has been paid in full.

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, Clifford Love, Jr. and wife, Helen C. Love,
have this day bargained and sold, and do hereby transfer and convey unto the said Patrick G. Emery and wife, Carolyn H. Emery, their
(successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 10 on the Plan of Curtiswood Estates, as of record in Book 2331, page 40, Register's Office for said County.
Said Lot No. 10 fronts 170 feet on the westerly side of Curtiswood Circle and extends back 261.5 feet on the northerly line and 249.3 feet on the southerly line to a dead line, measuring 170 feet thereon.
Being the same property conveyed to Clifford Love, Jr. and wife, Helen C. Love by deed from McDowell Development Corporation, of record in Book 2807, page 33, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following: A Plan of record in Book 2331, page 40, said Register's Office, which shows an Owner's Certificate, a 75 foot minimum building setback line from Curtiswood Circle, a 10 foot easement for public utility purposes along the southerly and rear lines of said lot, and a utility anchor easement located at the northeast corner of said lot; A sewer easement of record in Book 6303, page 636, said Register's Office; and Restrictive covenants of record in Book 2336, page 271, and deed of correction of record in Book 2438, page 350, as amended in Book 2440, page 65, and re-recorded in Book 2440, page 231, said Register's Office.

In the event that the Grantees transfer any interest in the property conveyed hereunder to a third party, such transfer shall accelerate the payment of the note and the balance of the principal and all accrued but unpaid interest shall be immediately due and payable.

The undersigned expressly waive and convey their statutory rights of redemption.

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $150,000.00

Subscribed and sworn to before me, this the 17th day of December, 84

Affiant

My commission expires: My Commission Expires Nov. 1, 1987

(Affix Seal)

Notary Public

This is { unimproved / improved } property, known as 4413 Curtiswood Circle, Nashville, Tennessee 37204
(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
Patrick G. Emery and wife, Carolyn H. Emery, their
(successors),
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,* except for 1984 taxes which are prorated and assumed by Grantees and as otherwise noted herein.
We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Patrick G. Emery and wife, Carolyn H. Emery, 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 Patrick G. Emery and wife, Carolyn H. Emery,
hereinafter referred to as trustors, hereby transfer and convey unto Don L. Smith *, 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 $ fmv *, 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 their 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:

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.

BOOK 6450 PAGE 95

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.

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 Registers 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.

Witness our *hand*S this 11 *day of* December, 19 84, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Patrick G. Emery

Carolyn H. Emery

Clifford Love, Jr.

Helen C. Love

STATE OF VIRGINIA)
CITY)
~~COUNTY~~ OF VIRGINIA BEACH)

On this 11 day of December, 1984, before me personally appeared CLIFFORD LOVE, JR. and wife, HELEN C. LOVE, to me known, or proved to me on the basis of satisfactory evidence, to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission Expires: March 17, 1987

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 17th day of December, 1984, before me personally appeared PATRICK G. EMERY and wife, CAROLYN H. EMERY, to me known, or proved to me on the basis of satisfactory evidence, to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission Expires:
My Commission Expires Nov. 1, 1987

INSTALLMENT DEED

FROM 1706 01

TO

IDENTIF. REFERENCE

DEC 17 2 46 PM '84
FELIX A. ROBERTSON III REGISTER
DAVIDSON COUNTY, TN

RUSH

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

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

RECEIVED OF _____

FOR _____

BOOK 6450 PAGE 96

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
			150000.00-	CAMT.
			125000.00-	MAMT.
			390.00	CSTAX
			123.00	MSTAX
			.50	PRFEE
			6.00	WDEED
				CHECK 519.50-
			5985A12/17/84	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 0 6 0 1

T
IDENTIF. REFERENCE

DEC 17 2 46 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 93797