This instrument was prepared by:
M. F. DeMoss
400 Lovell Street
Nashville, Tn. 37209

BOOK 6563 PAGE 33

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr. Floyd L. Fox, et ux	Same	70-2-39
(NAME) 2850 Buena Vista Pike	(NAME)	70-2-50
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37218	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of ($5,000.00)
Five thousand and No/100---------- *Dollars,*
of which ($500.00)
Five hundred and No/100---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder ($4,500.00)
Four thousand five hundred and No/100---------- *Dollars,*
We, Floyd L. Fox and wife, Norma J. Fox, have executed one promissory note of even date herewith in the principal amount of $4,500.00 payable to ~~XXXXXXXXX~~ Ida executed M. H. Webb in monthly installments of $75.00 each. Interest at the rate of 12½% per annum is included in the $75.00 monthly installments, and said installments are first to be applied to the interest with the remainder being applied to the principal. The first of these installments is to fall due on June 10, 1985, and on the 10th day of each succeeding month thereafter until this note is paid in full.
It is understood and agreed that a late charge may be imposed on any installment delinquent in excess of 15 days, and that the note is non-transferrable without the prior written consent of the note holder who may at the time of any such proposed transfer re-negotiate the terms of the note in the light of the conditions prevailing at the time.

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, We, M. H. Webb and wife, Ida Nell Webb
have this day bargained and sold, and do hereby transfer and convey unto the said Floyd L. Fox and wife, Norma J. Fox
the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT 1: Land in Davidson County, Tennessee, as follows:

Being the northerly part of Lot No. 15 on the Map of Sarah McIntosh's Subdivision of certain lots in the Old Daniel Young Tract, as of record in Book 332, Page 71, Register's Office for said County, described according to a survey made by Watkins and Murray, Surveyors, April 18, 1947 and revised March 20, 1948, as follows:

Beginning on the southerly margin of Stoker's Lane at the northeast corner of the property conveyed to Gladys Sears by deed from M. H. Webb and wife, of record in Book 3533, page 418, said Register's Office; thence southwardly and parallel with the easterly margin of the New Buena Vista Pike, 95 feet, more or less, to the northerly line of the property conveyed to Lee F. Copeland and wife, by deed from T. A. Seibert and wife, of record in Book 1580, page 73, said Register's Office; thence eastwardly, with Copeland's northerly line, 96.8 feet, more or less, to the southwest corner of the property conveyed to Lola Overby by deed from James T. Sanford and wife, of record in Book 4186, page 714, said Register's Office; thence with Overby's westerly line, northwardly 100 feet, more or less, to the southerly margin of Stoker's Lane; thence with said Lane, westwardly 34 feet, more or less, to the beginning.

Being the same property conveyed to M. H. Webb by deed from Lola Overby, a widow of record in Book 4336, page 484, Register's Office for Davidson County, Tennessee.

TRACT 2: Land in Davidson County, Tennessee, being part of Lots No. 13 of Sarah McIntosh's Subdivison of certain lots in the Old Daniel Young Tract of Land as of record in Book 332, page 71, said Register's Office, described as follows:

Beginning at a stake in the easterly margin of the New Buena Vista Highway 100 feet southerly from the southerly margin of Stokers Lane; thence north 77 deg. 40' east 250 feet to the point of beginning of the herein described tract; thence with the east line of property conveyed to Dorothy W. Smith by deed from Marian Lesley of record in Book 5104, page 272, Register's Office for Davidson County, Tennessee

southwardly 103 feet, more or less, to the southeast corner of Smith; thence north 77 deg. 40' east 160 feet, more or less, to the southwest corner of property conveyed to Baxter Hyde, Jr. by deed from M. H. Webb and wife, Ida Nell Webb, of record in Book 5347, Page 196, said Register's Office; thence with the west line of Hyde northwardly 107 feet, more or less, to a point, the northwest corner of Hyde; thence south 77 deg. 40' west 130 feet, more or less, to the point of beginning.

Being part of the same property conveyed to M. H. Webb by deed from James T. Sanford, et ux of record in Book 3284, page 607, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 5,000.00

Subscribed and sworn to before me, this the 10th day of May 19 85

Norma J Fox
Affiant

My commission expires: 4/17/88
(Affix Seal)

Margie DeMoss
Notary Public

unimproved (X)
This is improved ( ) property, known as Tracts Nos. 1 and 2 Stokers Lane, Nashville
(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 Grantees 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Joe B. Webb, *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 $....., 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 further agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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.

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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.

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. The statutory right of redemption is hereby expressly waived.

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 10th *day of* May, *19* 85

M. H. Webb

Ida Nell Webb

Floyd L. Fox

Norma J. Fox

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Margie DeMoss, *a Notary Public in and for said County and State,* M. H. Webb and wife, Ida Nell Webb and Floyd L. Fox and wife, Norma J. Fox *the within named bargainor.S., 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* 10th *day of* May, *19* 85

Margie DeMoss
Notary Public

Commission expires 4/17/88

STATE OF .....

COUNTY OF .....

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named bargainor ... , *with whom I am personally acquainted, and who acknowledged that* ..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at ..... *this* .....*day of* ....., *19.* .....

.....*Notary Public*

Commission expires .....

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 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 .....

J 0 6 8 4 5

IDENTIF. REFERENCE

MAY 22 12 56 PM '65

DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

M. H. Webb, et ux

TO

Floyd L. Fox, et ux

Compliments of
WEBB REALTY COMPANY
914 NORTH FIRST STREET
NASHVILLE, TENNESSEE 37207
BOX 8044
PHONE 262-0713
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			5000.00- CAMT.	
			4500.00- MAMT.	
			13.00 CSTAX	
			2.50 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	28.00-
0495A05/22/85			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J.O. 6845

IDENTIF. T REFERENCE

MAY 22 12 56 PM '85

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 137112