Prepared by
Katherine A. Brown
900 Nashville City Bank Bldg
Nashville, Tenn 37201

Mail

Installment Deed

BOOK 6581 PAGE 959

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILL TO:	MAP-PARCEL NUMBERS
Michael P Cunningham (NAME)	(NAME)	26-5 Par 38 Le
113 Hancock (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THOUSAND and 00/100 ($100,000.00) *Dollars,*

of which TWELVE THOUSAND and 00/100 ($12,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder EIGHTY-EIGHT THOUSAND and 00/100 ($88,000.00) *Dollars,*

Michael P. Cunningham *has executed*
his Promissory Note in the amount of $88,000.00 with interest at the amount of 10.25% interest per annum, payable to the order of Elizabeth Garrett Thomas, said Note being of even date herewit and payable $875.00 on the first day of July, 1985, with a like amount on the first day of each succeeding month until June 1, 1995, at which time the entire unpaid remaining balance of $63,245.88 shall be due. The said Note further provides that should any payment due thereunder not be paid within ten days from the date said payment shall fall due, the holder of the Note may in his or her discretion, declare the entire remaining balance immediately due, owing and unpaid; said Note further provides for the right in the maker thereof to prepay any portion of the princi pal at any time without penalty, and further

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, I, Elizabeth Garrett Thomas (an unmarried widow)

have this day bargained and sold, and do hereby transfer and convey unto the said Michael P. Cunningham, his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lots 6, 7 & 8 of Block "A", Roscoe Place Subdivision, of record in Book 843, Page 72, Register's Office for Davidson County, Tennessee, as follows:

Beginning at a point in the east margin of State Highway No. 11, and the southern margin of Roscoe Street, in the town of Goodlettsville, Tennessee; thence north 86° east 188 feet to a point; thence south 33°28' east 150 feet to a point; thence south 86° west 188 feet to a point in the east margin of said State Highway; thence with the east margin of said Highway and along a curve with a radius of 29-5 feet or a chord of north 3°15' west 103°7' to the point of tangent of said curve; thence north 4°46.3 feet to point of beginning.

Being the same property conveyed to Elizabeth Garrett Thomas by Deed from J.C. Garrett, et ux, of record in Book 4092, Page 209, 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 $ 100,000.00

Subscribed and sworn to before me, this the 17 day of May 1985

Affiant

My commission expires: 2-21-87 (Affix Seal)

Notary Public

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unimproved ( )

This is improved (X) property, known as ..... (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 Michael P. Cunningham, his *(successors), heirs and assigns forever.* I *covenant that* I am *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 1985 property taxes which have been prorated and assumed.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Michael P. Cunningham, his *(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 Michael P. Cunningham, and for the purpose of waiving marital rights, his wife, Kellye Cunningham, joins herein *hereinafter referred to as trustors, hereby transfer and convey unto* Tyree B. Harris IV, *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 $ 35,000.00 *, 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 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.

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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.

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 17 *day of* May, *19* 85

Michael P. Cunningham

Kellye A. Cunningham

Elizabeth D. Thomas

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Michael P. Cunningham and wife, Kellye Cunningham,

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* 30th *day of* May, *19* 85.

Craig T. Knowles
Notary Public

Commission expires 2/21/89

NOTARY PUBLIC
STATE OF TENNESSEE

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STATE OF Tennessee

COUNTY OF Washington

Personally appeared before me, Bill Day *, a Notary Public in and for said County and State,* Elizabeth Garrett Thomas

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

Witness my hand and official seal at Johnson City, Tennessee *this* 17 *day of* May *, 19* 85

Bill Day
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires July 27, 1986

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 12940

INSTALLMENT DEED

FROM

Elizabeth Garrett Thomas

TO

Michael P. Cunningham

IDENTIF. REFERENCE

JUN 13 3 13 PM '85

FILED & RECORDED IN REGISTER'S OFFICE
DAVIDSON COUNTY, TN

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_____

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CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			100000.00- CAMT.	
			80000.00- MAMT.	
			260.00 CSTAX	
			86.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 358.50-	
			B128A06/13/85 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J.I.2940

IDENTIF. REFERENCE

JUN 13 3 13 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 144557