THIS INSTRUMENT WAS PREPARED BY
ALAN B. WRIGHT, ATTORNEY
18th FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

BOOK 6642 PAGE 656

INSTALLMENT DEED

ADDRESS NEW OWNER AS AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS:
FRANK W. AND LILLIAN M. MARUSA	SAME	133-2 Parcel 219
3317 NOLENSVILLE ROAD		133-2 Parcel 220
NASHVILLE, TN 37211		

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty Two Thousand Five Hundred and No/100 ($122,500.00) Dollars of which Twenty Two Thousand Five Hundred and No/100 ($22,500.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of One Hundred Thousand and No/100 ($100,000.00) Dollars FRANK W. MARUSA and wife, LILLIAN M. MARUSA have executed and delivered their Promissory Note of even date payable to COMMERCE UNION BANK, TRUSTEE in the principal amount of One Hundred Thousand and No/100 ($100,000.00) Dollars payable in eighty three (83) equal monthly installments of principal and interest, with interest computed at 12% per annum with all unpaid principal and interest due and payable in full on September 1, 1992 and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, COMMERCE UNION BANK, TRUSTEE, under Irrevocable Trust Agreement dated February 28, 1964 by and between H. C. Young, Jr. and Commerce Union Bank, Trustee, has this day bargained and sold, and does hereby transfer and convey unto the said FRANK W. MARUSA and wife, LILLIAN M. MARUSA, the Grantees herein, their successors, heirs and assigns certain real estate in Davidson County, Tennessee, as follows:

TRACT 1: Land in Davidson County, Tennessee, being lots Nos. 1 and 2 on the plan of Sunrise Heights 1st addition, as of record in Book 421, page 2, Register's Office for Davidson County.

Said lots Nos. 1 and 2 front together 115 feet on the westerly side of the Nolensville Road, and run back 150 feet to an alley, measuring 114 feet thereon.

INCLUDED in the foregoing description but expressly EXCLUDED herefrom is the following described property:

EXCLUDED PARCEL 1: Land in Davidson County, Tennessee being the northerly 50 feet of lot no. 1 on the plan of Sunrise Heights First Addition, as of record in Book 421, page 2, said Register's Office;

This part of said Lot No. 1 was conveyed by Horace C. Young, Jr. and wife, to the City of Nashville by deed of record in Book 1760, page 571, said Register's Office.

EXCLUDED PARCEL 2: Right of Way described in Right of Way Deed from Horace C. Young, Jr. and wife, to the State of Tennessee of record in Book 2276, page 372, said Register's Office.

Being the same property conveyed to Commerce Union Bank, Trustee under Irrevocable Trust Agreement, dated February 28, 1964, by and between H. C. Young, Jr. and Commerce Union Bank, Trustee by deed from H. C. Young and wife, Joan H. Young of record in Book 6089, page 894, Register's Office for Davidson County, Tennessee.

TRACT 2: Land in Davidson County, Tennessee, being Lot No. 3 in Sunrise Heights Addition as per Plan of record in Book 421, page 2, Register's Office for Davidson County, Tennessee, said Lot No. 3 fronts sixty-three and eight tenths (63.8) feet on the westerly side of the Nolensville Pike and runs back westwardly between parallel lines and with the northern margin of Elgin Street one hundred and fifty feet to an alley (150).

Being the same property conveyed to Commerce Union Bank, Trustee under Irrevocable Trust Agreement, dated February 28, 1964, by and between H. C. Young, Jr. and Commerce Union Bank, Trustee by deed from H. C. Young and wife, Louise Patterson Young of record in Book 4551, page 590, Register's Office for Davidson County, Tennessee.

INCLUDED in the foregoing description but expressly EXCLUDED herefrom is the right of way described in the deed from Horace C. Young and wife, Louise Patterson Young to the State of Tennessee of record in Book 2276, page 334, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is One Hundred Twenty Two Thousand Five Hundred and No/100 ($122,500.00) Dollars.

Frances W Marcum
AFFIANT

Subscribed and sworn to before me this the 29th day of August, 1985.

Roslyn J. Higgins
NOTARY PUBLIC AT LARGE

ROSLYN J. HIGGINS NOTARY PUBLIC AT LARGE STATE OF TEXAS

My Commission Expires:

5/30/88

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 Commerce Union Bank, Trustee covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

Commerce Union Bank, Trustee further covenants and binds itself, its successors 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 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 Grantees hereinafter referred to as trustors, hereby transfers and conveys unto Alan B. Wright, 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 the unpaid principal balance of said notes (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 or payable to the holder of said indebtedness.

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 12 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 south door of the Courthouse 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 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.

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

29 day of August, 1985. Commerce Union Bank, Trustee has executed this instrument in its fiduciary capacity only and not otherwise.

Frank W. Marusa
FRANK W. MARUSA

Lillian M. Marusa
LILLIAN M. MARUSA

COMMERCE UNION BANK, TRUSTEE

By: Michael L. Allen
MICHAEL L. ALLEN,
Vice President and Trust Officer

By: Joe Dick
Title: Asst. Vice Pres. & Trust Officer

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Roslyn T. Highfill, a Notary Public in and for said County and State, FRANK W. MARUSA the within named bargainor, with whom I am personally acquainted, or proved to me based on satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee this 29th day of August, 1985.

Roslyn T. Highfill
NOTARY PUBLIC AT LARGE

My Commission Expires:
5/30/88

IDENTIFICATION REFERENCE
AUG 29 11 27 AM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
32446

ROSLYN T. HIGHFILL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, Roslyn T. Highfill, a Notary Public in and for said County and State, LILLIAN M. MARUSA, the within named bargainor, with whom I am personally acquainted, or proved to me based on satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee this 29th day of August, 1985.

Roslyn T. Highfill
NOTARY PUBLIC AT LARGE

My Commission Expires:
5/30/88

PUBLIC AT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Callie S. White, a Notary Public of the State and County aforesaid, personally appeared MICHAEL L. ALLEN with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be Vice President and Trust Officer of the Commerce Union Bank the within named bargainor, a corporation, and that he as such Vice President and Trust Officer, being authorized to so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President and Trust Officer.

Witness my hand and official seal at Nashville, Tennessee this 28th day of August, 1985.

Callie S. White
NOTARY PUBLIC

My Commission Expires:
7/27/86

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Callie S. White, a Notary Public of the State and County aforesaid, personally appeared Joe Dick with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be Asst. Vice President of the Commerce Union Bank the within named bargainor, a corporation, and that he as such Asst. Vice President, being authorized to so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Asst. Vice President.

Witness my hand and official seal at Nashville, Tennessee this 28th day of August, 1985.

Callie S. White
NOTARY PUBLIC

My Commission Expires:
7/27/86

OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 6642 PAGE 662

FOR _____

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

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

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

122500.00- CAMT.
100000.00- MAMT.
318.50 CSTAX
98.00 MSTAX
.50 PRFEE
18.00 WDEED
CHECK 435.00-
2135A08/29/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

32446

IDENTIFICATION REFERENCE

AUG 29 11 27 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 167989