This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Rosemary Houston, unmarried

TO

Frank R. McCool and
Iza V. McCool

For draftsman's use

This instrument prepared by
Dewey Pedigo, Jr., Attorney
for Attorneys Title Company, Inc.
222 Third Avenue, North - Suite 175
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank R. McCool (NAME)	National Mortgage Company (NAME)	147-6-148
265 Blackman Road (STREET ADDRESS OR ROUTE NUMBER)	4041 Knight Arnold Road (STREET ADDRESS)	
Nashville, Tennessee 37211 (CITY) (STATE) (P. O. ZIP)	Memphis, Tennessee 38118 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 72,500.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF Sept. 19 85
Deputy Register

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 72,500.00
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF September 19 85

Notary Public

MY COMMISSION EXPIRES: 1-18-87

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seventy Two Thousand Five Hundred and No/100 ($72,500.00) DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have assumed and agreed to pay $18,591.39, said amount being the remaining unpaid balance of a certain note secured by a deed of trust of record in Book 4354, page 650, Register's Office for Davidson County, Tennessee; and in further consideration the grantees have executed their one note of even date herewith in the original principal amount of $43,908.62, payable to the order of Rosemary Houston in 288 monthly installments of $403.66 each, the first of which is due and payable on the 1st day of October, 1985, and thereafter a like amount on the 1st day of each succeeding month, with the final installment becoming due and payable on the 1st day of September, 2009. The installments include interest at the rate of 10% per annum; said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full. No prepayments can be made unless agreed on by all parties.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, Rosemary Houston, unmarried

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Frank R. McCool and Iza V. McCool

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 232 on the Plan of Caldwell Country Estates, Section IV, as of record in Book 2854, page 101, Register's Office for said County.

Said Lot No. 232 fronts 90 feet on the southerly side of Blackman Road and extends back 198.95 feet on the easterly line and 187.76 feet on the westerly line to a dead line in the rear on which it measures 90.85 feet.

Being the same property conveyed to Gwendolyn H. Boyd and Rosemary Houston by deed from Nicholas A. Hermann and wife, Betty L. Hermann, of record in Book 4354, page 648, said Registe'rs Office. And being the same property conveyed to Rosemary Houston, by deed from H. Stanley Allen, Jr., Trustee, of record in Book 5541, page 303, Registers Office for Davidson County, Tennessee.

This conveyance is made subject to Restrictive covenants of record in Book 1788, page 108, and Book 3075, page 32, said Register's Office; and the Plan of record in Book 2854, page 101, said Register's Office, which shows an Owner's Certificate, certain setback lines and easements.
Escrow Account is to be transferred to Buyer.

This is unimproved ( ) improved (X) property, known as 265 Blackman Road (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto Dewey Pedigo, Jr. Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid 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 herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 13th day of September 19 85.

Frank R. McCool

Rosemary Houston, unmarried

Sherry R. McCool

Iza W. McCool, unmarried

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Rosemary Houston, unmarried Frank R. McCool and wife Sherry R. McCool, and Iza V. McCool, unmarried the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 13th day of September, 19 85.

James L. Dickerson Notary Public

Commission expires 1-18-87

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, (or proved to me on the basis of satisfactory evidence), 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 _____ as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

SEP 13 10 02 AM '85 KELLY Z. WILSON III REGISTER DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE 6178

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6655 PAGE 80

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
			72500.00- CAMT.	
			43908.60- MAMT.	
			180.50 CSTAX	
			41.90 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 236.90-	

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

36178

IDENTIFICATION REFERENCE

SEP 13 10 02 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 172322