THIS INSTRUMENT PREPARED BY:
LARRY R. WILLIAMS, ATTORNEY
P. O. BOX 2868
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Robert Dalton, et ux 339 Wauford Drive Nashville, Tenn. 37211	Security Pacific Mortgage Corporation P. O. Box 2450 Denver, Colorado 80201	Map 147-5 Parcel 24 6DU-21125

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, DWAYNE COLE, have bargained and sold and by these presents do hereby transfer and convey to ROBERT DALTON and wife, DEBORA DALTON, their heirs and assigns, a certain tract or parcel of real property in Davidson County, Tennessee. As partial consideration for this transfer, the GRANTEES, ROBERT DALTON and wife, DEBORA DALTON, have assumed and agreed to pay the balance owing on a certain Deed of Trust Note now held by SECURITY PACIFIC MORTGAGE CORPORATION and secured by a Deed of Trust of record in Book 5572, Page 427, Register's Office of Davidson County, Tennessee. As additional consideration for this transfer, the GRANTEES have executed their Promissory Note of even date in the principal sum of Thirteen Thousand Six Hundred Dollars ($13,600.00) and to secure the payment of said Note, together with all charges and claims made and provided in said instrument evidencing the debt, to which reference is here made, a lien is expressly retained on the land herein conveyed, which is more particularly described as follows:

Land in Davidson County, Tennessee being Lot No. 539 on the Plan of Section Eight, Caldwell Hall, of record in Book 3106, Page 39, Register's Office for said county.

Said Lot No. 539 fronts 80.0 feet on the southerly margin of Wauford Drive and extends back 159.1 feet on the easterly line and 156.1 feet on the westerly line to a dead line in the rear, measuring 80.1 feet thereon.

Being the same property conveyed to Dwayne Cole by Deed of record in Book 6302, Page 605, Register's Office of Davidson County, Tennessee. Beth Cole, wife of Dwayne Cole, joins in this conveyance for purposes of conveying any and all rights she may have acquired in the herein described tract by virtue of the marital relationship.

The property herein conveyed is also subject to the aforesaid first Deed of Trust and it is understood and agreed that part of the consideration of the transfer of this property is the agreement of the GRANTEES to assume the unpaid balance of the Note secured by the first Deed of Trust and to hold the GRANTOR harmless from the same, said Deed of Trust being originally to WESTERN PACIFIC FINANCIAL CORPORATION of record in Book 5572, Page 427, and assigned to SECURITY PACIFIC MORTGAGE CORPORATION by instrument of record in Book 5688, Page 896, both in said Register's Office. The escrow account in connection with the aforesaid Deed of Trust is hereby transferred to the GRANTEES.

This is improved real property known as 339 Wauford Drive, Nashville, Tennessee 37211.

To have and to hold said real estate with appurtenances, estate, title and interest thereto belonging to the said ROBERT DALTON and wife, DEBORA DALTON, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said property, have good right to convey it and the same is unencumbered, except for property taxes for 1985 and as further set out above.

I further covenant and bind myself and my heirs and representatives to warrant and forever defend the title to said real estate to said ROBERT DALTON and wife, DEBORA DALTON, 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 Note, and rendering unnecessary court proceedings in the enforcement of said lien in the event of non-payment of said Note, as it matures as herein provided, and for the consideration of One Dollar ($1.00) to us in hand paid, we, the said ROBERT DALTON and wife, DEBORA DALTON, do hereby transfer and convey unto LARRY R. WILLIAMS, TRUSTEE, his successors and assigns, the real estate herein before described, with appurtenances, estate, title and interest thereto belonging, and for the purposes aforesaid only.

We, the said ROBERT DALTON and wife, DEBORA DALTON, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company for at least the sum of the insurable value until the Note 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 and holder of said Note, 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.

We further agree to pay when due all payments owed on the first Deed of Trust note now held by SECURITY PACIFIC MORTGAGE CORPORATION and referenced above. In the event of a default of ROBERT DALTON and wife, DEBORA DALTON in the payment of said Deed of Trust or in the event foreclosure proceedings are instituted under the terms and provisions of said Deed of Trust, such event shall constitute an act of default and shall entitle the Trustee, or his successor in trust, to immediately institute foreclosure proceedings as provided in the following paragraph.

Now, if the said ROBERT DALTON and DEBORA DALTON 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 they fail to pay the Note or any part thereof promptly, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; they fail to reimburse the Trustee or lawful owner or holder of said Notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said Notes, within thirty (30) 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 Note then past due and unpaid, all remaining unpaid Note installments shall become due and payable at once, without notice, and said Trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty (20) 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 courthouse 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 said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a Deed to the purchaser. The creditor, DWAYNE COLE, or his order may bid at any sale under this trust conveyance. We agree that the Trustee may, at any time after default in the payment of the Note, 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 delivery to him by the Trustee of a Deed for said property. In the case of sale hereunder, the proceeds shall 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 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 enforcemend of said lien or the protection of said collateral; also the expenses of said litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all 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 ROBERT DALTON and wife, DEBORA DALTON, or their representatives and 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 Note is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing recorded in the Register's Office for Davidson County, Tennessee and the title herein conveyed to LARRY R. WILLIAMS, TRUSTEE, shall be vested in said successor.

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, the undersigned parties have executed this document on this 19th day of Sept, 1985.

Dwayne Cole
DWAYNE COLE
"GRANTOR"

Seth Cole
BETH COLE
Spouse of Dwayne Cole

Robert Dalton
ROBERT DALTON

Debora Dalton
DEBORA DALTON
"GRANTEES"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Diana L. Rush, a Notary Public in and for said County and State, the within named DWAYNE COLE and wife, BETH COLE, the bargainors, 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 19th day of September, 1985.

Diana L. Rush
NOTARY PUBLIC

My Commission Expires: 10/24/88

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Diana L. Rush, a Notary Public in and for said County and State, the within named ROBERT DALTON and wife, DEBORA DALTON, the bargainors, 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 19th day of September, 1985.

Diana L. Rush
NOTARY PUBLIC

My Commission Expires: 10/24/88

AFFIDAVIT OF VALUE

The actual value or consideration, whichever is greater for this transfer, is $75,900.00.

Robert Dalton
ROBERT DALTON

Sworn to and subscribed before me this 19th day of September, 1985.

Diana L. Rush
NOTARY PUBLIC

My Commission Expires: 10/24/88

3811-5

IDENTIFICATION REFERENCE

SEP 20 10 26 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6661 PAGE 303

FOR _____

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
			75900.00- CAMT.	
			13600.00- MAMT.	
			197.34 CSTAX	
			11.60 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 221.44-	
			8932A09/20/85 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3811 5

IDENTIFT REFERENCE

SEP 20 10 26 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 174612