This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
Lola Spain

TO
Raymond Duncan, et ux

For draftsman's use
J. C. Jones - Prepared by.

BOOK 5709 PAGE 322

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Raymond Duncan et ux (NAME)	Same (NAME)	Map 39
5475 Clarksville Hwy. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 2o & 21
Nashville, Tn. 37189 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14D 5400

(FOR REGISTER'S USE)

RUSH

5295.3

IDENTIFICATION REFERENCE

Nov 14 12 25 PM '85

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 27,000.00 Ina Duncan
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF November 19 85

W. D. Maguire
Notary Public

MY COMMISSION EXPIRES: 10-7-89
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty seven thousand and no/100 DOLLARS

of which $ none has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

agree to pay to Lola Spain the principal amount of twenty seven thousand dollars ($27,000.00) in monthly payments of three hundred dollars ($300.00), said payments include interest at ten percent (10%) per annum, the first of 168 installments to be paid on December 15th, 1985, and a like sum on the 15th of each succeeding month until paid in full.

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,

Lola Spain

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

Raymond Duncan and wife, Ina

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

Tract I: Land in the 14th Civil District of Davidson County, Tennessee, described according to a survey by C. J. Carney, Surveyor, February 24th, 1960, as follows:
Beginning at a point on the southwesterly margin of Nashville and Clarksville Highway No. 112, said point being 13 feet west of the northwest corner of the property conveyed to Leslie W. Carney, by deed from Commerce Union Bank, of record in Book 674, Page 47, Register's Office for said County; thence westerly 18 feet; thence south 23 degrees 45' east 250 feet; thence north 43 degrees east 139.5 feet to the southwesterly margin of said highway; thence with the same north 54 degrees 25' west 219 feet to the beginning. Being the same property conveyed to Lola C. Spain by deed of record in Book 5567, Page 228, R.O.D.C., Tennessee.
TRACT II: Being in the first Metropolitan District, formerly 14th Civil District, of said County, beginning at an iron pin in the south margin of Clarksville Highway, eastern corner of the Blair property; thence, leaving said highway, S. 5 17' E. 164.8 feet to an iron pin in Lynn Polk's line; thence, with Polk's line N. 54 25' W. 173.6 feet to an iron pin; thence N. 35 35' E. 200 feet to the point of beginning, containing 17,360 sq. ft. Being the same property conveyed to Lola C. Spain by deed of record in Book 5567, page 244, R.O.D.C., Tennessee.

unimproved ( ) e is improved (X) property, known as 5475 Clarksville Hwy., Nashville, Tn. 37189
(House Number) (Street) 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 Bobby Spain 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 $ 27,000.00 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 expresly 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.

Wherever 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 31st day of Oct 19 85

X Raymond Duncan

X Ina Duncan

X Lola Spain

X Bobby Spain

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 Raymond Duncan, Ina Duncan and Lola Spain

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 Joelton, Tennessee, this 31 day of October, 1985.

Notary Public

My Commission Expires APRIL 19, 1987

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, (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 _____self as _____.

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

Notary Public

Commission expires _____

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6709 PAGE 324

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
			27000.00-	CAPT.
			27000.00-	MAPT.
			70.20	CSTAX
			25.00	MSTAX
			.50	PRFEE
			6.00	WDEED
			CASH	101.70-
			6665A11/14/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

52953

IDENTIFICATION REFERENCE

Nov 14 12 25 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 191873