INSTALLMENT DEED

BOOK 6713 PG 12

For and in Consideration of the sum of TWENTY-ONE THOUSAND SIX HUNDRED FIFTY AND NO/100 ($21,650.00)---------- Dollars, of which TEN THOUSAND EIGHT HUNDRED TWENTY-FIVE AND NO/100 ($10,825.00)---------- Dollars, has been paid in cash by Webb Foley, the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND EIGHT HUNDRED TWENTY-FIVE AND NO/100 ($10,825.00)---------- Dollars, the said Webb Foley has executed one Promissory Note of even date herewith in the amount of $10,825.00, which bears interest at the rate of 10% per annum, payable at the rate of $ 230.02 per month for 60 months, it being expressly understood that this amount covers principal and interest only, and that insurance and taxes will be paid over and above said monthly payments,

all of said notes bearing ten per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Bill Emery, also known as William H. Emery, and wife, Maxine Emery,

have this day bargained and sold, and do hereby transfer and convey unto the said Webb Foley, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the easterly one-half of Lot No. 35, on the Plat of the Tanksley Subdivision, as of record in Book 547, Page 56, Register's Office for said County.

Said easterly half of Lot No. 35 fronts 50 feet on the northerly side of Timmons Avenue and runs back between parallel lines 150 feet, more or less to an alley.

Being the same property conveyed to Bill Emery and wife, Maxine Emery by deed from Cogar W. Lening and wife, Mary A. Lening, of record in Book 6267, Page 841, Register's Office for Davidson County, Tennessee.

54308

IDENTIFICATION REFERENCE

Nov 20 10 03 AM '85

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

This is unimproved ( ) improved (XX) property, known as 312 Timmons, Nashville, Tennessee 37211
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Webb Foley, his 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 said real estate to said Webb Foley, his 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 me in hand paid, I, the said Webb Foley do hereby transfer and convey unto Lucien Dale, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Webb Foley 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 $22,000.00 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 interst may appear.

I 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 I 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 I, the said Webb Foley 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 I 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; I 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, 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. I 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. I 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 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 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 Webb Foley, his 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 Lucien Dale, 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, we, the said Bill Emery a/k/a William H. Emery and wife, Maxine Emery and Webb Foley hereunto set our hands at Nashville, Tennessee, this the 15th day of November 19 85

Bill Emery (William H. Emery)
Bill Emery William H. Emery

Maxine Emery
Maxine Emery

Webb Foley

**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named Bill Emery (a/k/a William H. Emery), and wife, Maxine Emery and Webb Foley

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 15th day of November, 19 85

Commission Expires 6-1-1987 Notary Public.

**STATE OF** _____

**_____ County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

OFFICIAL RECEIPT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

806 6713 PAGE 13

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

(over for additional acknowledgements)

# INSTALLMENT DEED

FROM
BILL EMERY (A/K/A WILLIAM H. EMERY) AND WIFE, MAXINE EMERY

TO
WEBB FOLEY

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOBLEY CO. NASHVILLE

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Webb Foley (NAME) | Webb Foley (NAME) | 119-13-307 |
| 312 Timmons (STREET ADDRESS OR ROUTE NUMBER) | 2937 Harlin Drive (STREET ADDRESS) | |
| Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP) | Nashville, TN 37211 (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 21,650.00 x William H. Emery
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF November, 1985.

Notary Public

MY COMMISSION EXPIRES: 6-1-1987

# OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6713 PAGE 16

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 |
|---|---|---|---|---|

21650.00- CA IT.
10825.00- MA IT.
56.16 CSTAX
8.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 77.46-
B246A11/20/85 BAN .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

54308

IDENTIFICATION REFERENCE

Nov 20 10 03 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

No. 193416