INSTALLMENT DEED

For and in Consideration of the sum of Fifteen Thousand Five Hundred and NO/100------

----------Dollars,

of which One Thousand Five Hundred and NO/100----------Dollars,

has been paid in cash by Janie M. Smith and Ivey L. Gray

the receipt of which is hereby acknowledged, and for the remainder Four Thousand Three Hundred

Fourteen and 34/100----------Dollars,

the said Janie M. Smith and Ivey L. Gray have

(1) Assumed and agreed to pay the indebtedness evidenced by the note referenced in the Deed of Trust of record in Book 5543 at page 683, said Register's Office (Rainer Financial Services No. 395-1-006429 M) with a current balance of $10,085.66, according to the terms set forth therein and Grantor hereby assigns to Grantees the escrow account in connection therewith.

(2) Executed their promissory note of even date herewith wherein Janie M. Smith and Ivey L. Gray promise to pay to Ginger H. Boatwright the principal sum of $4,314.34, together with interest on the unpaid principal balance thereof at the rate of 10.00% per annum by 60 consecutive monthly installments, each in the amount of $91.66, on the first day of each month, beginning August 1, 1986.

all of said notes bearing six 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, Ginger H. Boatwright, unmarried

have this day bargained and sold, and do hereby transfer and convey unto the said Janie M. Smith and Ivey L. Gray, as joint tenants with rights of survivorship heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the plan of a Resubdivision of Lots 1 and 2 W.A. and R.R. Maxey, of record in Book 5190 at page 373, Register's Office for said County.

Said Lot No. 2 fronts 48.00 feet on the easterly margin of Rock City Street and extends back 203.11 feet on the northerly line and 252.80 feet on the southerly line to a dead line in the rear, measuring 48.00 feet thereon.

Being the same property conveyed to Ginger H. Boatwright by deed from David C. Blood of record in Book 6404 at page 684, Register's Office for said County.

This conveyance is made subject to: (a) property taxes for 1986 which have been prorated and for which Grantees will be responsible and (b) the matters set forth on said plan of record.

1569

IDENTIFICATION REFERENCE

JUN 30 11 33 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

This is ( ) unimproved (X) improved property, known as 2161 Rock City Street, Nashville, Tennessee 37216
(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 Ginger H. Boatwright, unmarried

heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Janie M. Smith and Ivey L. Gray

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, , the said Janie M. Smith and Ivey L. Gray

do hereby transfer and convey unto John V. Adams, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

, the said Janie M. Smith and Ivey L. Gray (Borrowers)

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 $ 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.

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 Borrowers 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; If 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, 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. 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 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 Borrowers, their 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 John V. Adams, 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 Ginger H. Boatwright, unmarried and Janie M. Smith and Ivey L. Gray hereunto set our hands at Nashville, Tennessee, this the 13th day of June 19 86

Ginger H. Boatwright

Janie M. Smith

Ivey L. Gray

STATE OF TENNESSEE
Davidson County

Personally appeared before me, John V. Adams, a Notary Public in and for said County and State, the within named Ginger H. Boatwright, Janie M. Smith and Ivey L. Gray

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 13th day of June, 19 86

John V. Adams, Notary Public.

Commission Expires 11-1-87

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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

BOOK 6902 PAGE 958

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Ginger H. Boatwright, unmarried

TO

Janie M. Smith and Ivey L. Gray

JOHN V. ADAMS, ATTORNEY AT LAW
3813 Cleghorn Avenue
Nashville, Tennessee 37215

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Janie M. Smith & Ivey L. Gray (NAME)	Rainier Financial Services (NAME)	MAP 72-11
2161 Rock City Street (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box C-34040 (STREET ADDRESS)	PARCEL 317
Nashville, TN 37216 (CITY) (STATE) (P. O. ZIP)	Seattle, Washington 98124-1040 (CITY) (STATE) (ZIP)	FB# 15DZ 13750

THIS INSTRUMENT WAS PREPARED BY
John V. (Jack) Adams, Attorney
3813 Cleghorn Ave.
Nashville, Tennessee 37215

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$15,900.00 Ginger H. Boatwright
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF June, 1986.

John V. Adams
Notary Public

MY COMMISSION EXPIRES: 11-1-87

(SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 6902 PAGE 959

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

15900.00- CA.1T.
4314.34- MA'1T.
41.34 CSTAX
2.30 'ISTAX
.50 PRFE
12.00 WDE.D
CHECK 56.14-
1560A06/30/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

15698

IDENTIFICATION REFERENCE

JUN 30 11 33 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 265009