Installment Deed BOOK 6965 PAGE 512

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Willie Curry Jr & Wife	Willie Curr y Jr. & Wife	Map 91-8
(NAME): 1028 40th Ave. N. 37209	(NAME): 1028 40th Ave. N. 37209	Parcel #125
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tn.	(STREET ADDRESS): Nashville, Tn.	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Five thousand five hundred ($5500.00) *Dollars, of which* Five hundred and no/100 ($500.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Five thousand and no/100 ($5000.00) *Dollars,* Willie Currey Jr. and wife, Nancy L. Peek Currey ve ha *executed* an installment deed note of even date herewith to to the Exchange Mortgage Company, a Tenn. Corporation, in the principal amount of($5000.00) Five thousand and no/100 Dollars payable in 120 monthly consecutive installments of Sixty six and 08/100 ($66.08) Dollars each which includes interest at the rate of 10% per annum. The first of said monthly payments becomes due and payable on October 2, 1986 and a like installment on the second day of each succeeding month thereafter until the entire balance of principal and interest is paid in full.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Exchange Mortgage Company

have this day bargained and sold, and do hereby transfer and convey unto the said Willie Currey Jr. and wife Nancy L. Peek-Curr y, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* Being Lot No. 9 on the Subdivision of Lots Nos. 25 and 26, County Lands, of record in Book 161, page 169 Register's Office for said County.

Said Lot No. 9 fronts 50 feet, more or less, on the easterly side of 40th Ave. North, formerly Clifton Avenue, and runs back between parallel lines, with the northerly margin of Phillips Street, 125 feet, more or less, to an alley.

Being the same property conveyed to the said Exchange Mortgage Company by deed from Charles Nelson Jr., Trustee, of record in Book 3903 page 923, Register's Office for said County. The above described real estate is unimproved and is located at 1028 40th avenue North Nashville, Tenn. It is Parcel # 125 on Map #91-8. In the event of default of any installment hereunder of interest and/or principal sum when due, the owner or holder of the within described indebtness secured herein, has a right to declare the entire unpaid balance of the principal sum plus interest in full to maturity due and payable, but the failure to take advantage of one violation of this entire agreement shall not act as a waiver to take advantage of any subsequent violation, the right being a continuing one.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ ~~$5,000.00~~ $5,500.00

Subscribed and sworn to before me, this the 2 day of Oct 1986.

Affiant

My commission expires: April 15th, 1990 (Affix Seal)

Notary Public

This is unimproved / improved property, known as 1028 40th Ave. N. (House Number) (Street) Nashville, Tn. P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Willie Curey Jr. and wife Nancy L. Peek Currey, their *(successors), 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 and our successors, ours *heirs and representatives, to warrant and forever defend the title to said real estate to said* Willie Currey Jr. and wife Nancy L. Peek Currey, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Willie Curry Jr. and wife, Nancy L. Peek Currey *hereinafter referred to as trustors, hereby transfer and convey unto* Master F. Cofer *, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $, or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.

CHECKED 10/23/86

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hand s this 2nd day of September, 19 86, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Willie Curry Jr.

Nancy L. Teek Curry

Chas. Kingsley V.P.

Harry Keen Treasurer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Marsha K. Morris, *a Notary Public in and for said County and State,* Willie Curry Jr. and wife Nancy L. Teek Curry

the within named bargainor S, *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* 2nd *day of* September, *19* 86.

Marsha K. Morris *Notary Public*

Commission expires April 15th, 1990

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Marsha K. Morris, *Notary Public of the State and County aforesaid, personally appeared* Chas. Kingsley V.P. and Harry Keen Treas. *with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be said President and Treas., of the* Exchange Mortgage Company, *the within named bargainor, a corporation, and that* they *as such* president and treasurer, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves

Witness my hand and seal, at office in Nashville, Tenn., *this* 2nd *day of* September, *19* 86

Marsha K. Morris *Notary Public*

Commission expires April 15th, 1990

RECEIVED FOR RECORD SEP 22 11 22 AM 86
FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.
IDENTIFICATION
37269

INSTALLMENT DEED

FROM
Exchange Mortgage Company

TO
Willie Curry Jr. and wife

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

KUDZU 3rd Mtge
Exchange Mtg Co
6028

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

RECEIVED OF _____

FOR _____

BOOK 6965 PAGE 514

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
			5500.00 CAMT.	
			5000.00 MAMT.	
			15.40 CSTAX	
			13.40 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	35.30
			6562A09/02/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

37269

IDENTIFICATION REFERENCE

SEP 2 11 22 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 289493