This Instrument Prepared By:
Paul S. Parker
Dodson, Harris, Robinson & Aden
900 Nashville City Bank Building
P.O. Box 2524
Nashville, Tennessee 37219

mail

BOOK 7077 PAGE 733

INSTALLMENT DEED

NEW OWNERS:	SEND TAX BILL:	MAP & PARCEL NO.
Dale Martin and Melba Martin 1025 Berwick Trail Madison, TN 37115	Same	Map 52-11 Parcel 26

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTEEN THOUSAND and 00/100 Dollars ($116,000.00) of which EIGHT THOUSAND and 00/100 Dollars ($8,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining ONE HUNDRED EIGHT THOUSAND and 00/100 Dollars ($108,000.00), Dale Martin and Melba Martin, husband and wife, have executed and delivered their Promissory Note bearing interest at the rate of three (3%) percent per annum, payable in monthly installments of FIVE HUNDRED NINETY-EIGHT and 97/100 Dollars ($598.97) commencing on January 10th, 1987, and on the 10th day of each succeeding month until all unpaid principal together with interest accrued thereon have been paid in full, a photocopy of which is attached hereto marked Exhibit "A" for further reference to all its terms and conditions. We, David K. Wachtel, Jr., Eunice W. Gainer, Carol W. Williams, and Rebecca W. Dorris, have this day bargained and sold and do hereby transfer and convey unto Dale Martin and Melba Martin, husband and wife, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 43 on the Plan of Madison Heights, Section II, Part II, as of record in Book 2133, Page 83, Register's Office for Davidson County, Tennessee, and described as follows:

BEGINNING in the northerly margin of Berwick Trail at the common corner of Lots 42 and 43; thence westwardly along said Trail 150 feet to a concrete monument at the beginning of a curve; thence around said curve, with a radius of 25 feet, northwardly 39.27 feet to a monument in the easterly margin of Rivercrest Drive; thence with said Drive, northwardly 205 feet to a monument; thence South 58 degrees 54 minutes East 175 feet to the corner of Lots 42 and 43; thence along the line between said two lots, southwardly 230 feet to the beginning.

Being the same property conveyed to David K. Wachtel, et ux, Eunice T. Wachtel, by Deed of record in Book 2909, Page 141, Register's Office of Davidson County, Tennessee, the said David K. Wachtel having first died vesting all interest in said property in his surviving spouse, Eunice T. Wachtel, and the said Eunice T. Wachtel having died on March 25, 1986, being survived by her three daughters, Eunice W. Gainer, Carol W. Williams, and Rebecca W. Dorris, and her son, David K. Wachtel, Jr., the Grantors herein of which David K. Wachtel, Jr. is also the Executor of the Estate of Eunice T. Wachtel by Order of the Probate Court of Davidson County, Tennessee, said Order being of record in Minute Book _____, Page _____, Probate Court Clerk's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dale Martin and Melba Martin, husband and wife, 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, except for the 1986 property taxes which are pro rated and assumed by the purchasers.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Dale Martin and Melba Martin, husband and wife, their heirs, successors 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 Dale Martin and Melba Martin, husband and wife, hereinafter referred to as Trustors, hereby transfer and convey unto Paul S. Parker, 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:

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, the undersigned Trustors agree to keep all buildings now owned, or to be hereafter erected on said property, insured in some reliable insurance company, or companies, for the sum of One Hundred Sixteen Thousand and 00/100 Dollars ($116,000.00) 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.

The undersigned 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 or holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property; further 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 reasonably be required to obtain legal counsel to enforce, or to defend the title to or, possession of, said property, or the lien of this instrument, or to 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 interest from the date of incurring the costs at the rate of 10%, and further shall be and become a part of the indebtedness secured hereby.

Now, if the Trustors shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, pay any and all other sums when due, as aforesaid, and perform the foregoing and all other obligations and agreements of both this Deed of Trust and the Note of even date secured by this instrument, then this trust conveyance shall be of no further force or effect. But if Trustors fail to pay said indebtedness, or any part or installment thereof, or, fails to pay taxes, keep up repairs, keep said premises insured or perform said other obligations and agreements as herein provided or if in the event there is a default in the payment of any part of interest or principal in accordance with the terms hereof, or upon failure of the undersigned to keep and perform all the covenants, promises, agreements, conditions and provisions of the Note and said Installment Deed, or if any Trustor herein makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition for reorganization under the bankruptcy laws; or if any petition in bankruptcy is filed against any Trustor; or if a receiver or trustee is appointed for all or any part of the property and assets of any Trustor; or should any levy, attachment, execution, garnishment or lien be issued or filed against the real or personal property of any Trustor and not be satisfied or released within thirty days after issuance or filing; or if a contract is executed for the sale of the above-described real property; or if there is a transfer of any interest, legal or beneficial, in the above-described real property; then 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 (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, homestead, dower, the statutory rights of redemption, 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 holder of the indebtedness may bid at any sale under this trust conveyance. Trustors agree that the Trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Trustors 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 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 Register's 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, all as the facts and context require.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 22 day of December, 1986.

David K. Wachtel

DAVID K. WACHTEL, JR., Grantor

Eunice W. Gainer

EUNICE W. GAINER, Grantor

Carol W. Williams

CAROL W. WILLIAMS, Grantor

Rebecca W. Dorris

REBECCA W. DORRIS, Grantor

Dale Martin 12/22/86

DALE MARTIN, Trustor

Melba B. Martin 12/22/86

MELBA MARTIN, Trustor

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Melba B. Martin, a Notary Public in and for said County and State, Dale Martin and Melba Martin, the within named 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 23rd day of December, 1986.

Melba B. Martin
Notary Public

My commission expires:

May 13, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Terre Lock, a Notary Public in and for the State and County aforesaid, David K. Wachtel, Jr., the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes contained there.

Witness my hand and seal, at office in Nashville, Tennessee, this 22 day of December, 1986.

Terre Lock
Notary Public

My commission expires:

5-13-89

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Terre Lock, a Notary Public in and for said County and State, Eunice W. Gainer, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 22 day of December, 1986.

Terre Lock
Notary Public

My commission expires:

5-13-89

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Terre Rock, a Notary Public in and for said County and State, Carol W. Williams, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 22 day of December, 1986.

Terre Rock
Notary Public

My commission expires:

5-13-89

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Terre Rock, a Notary Public in and for said County and State, Rebecca W. Dorris, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 22 day of December, 1986.

Terre Rock
Notary Public

My commission expires:

5-13-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $116,000.00.

Dale Martin
DALE MARTIN

SUBSCRIBED AND SWORN TO before me this 22nd day of December, 1986.

Notary Public

My commission expires:

May 13, 1989

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
Dec 22 3 46 PM '86
IDENTIFICATION REFERENCE
75674

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

RECEIVED OF _____

FOR _____

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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
			[illegible] CAMT,	
			[illegible] TAMT,	
			324.00 CSTAX	
			108.00 MSTAX	
			.50 PRFE	
			24.00 MPRF	
			CHECK	456.30
12/22/86	BAL			.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7 5 6 7 4

IDENTIFICATION REFERENCE

Dec 22 3 46 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No 25838