This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

MARY J. UNDERWOOD and SUE T. UNDERWOOD

TO

TOM WILLIAMS AND WIFE, MARIE WILLIAMS

For draftsman's use

This instrument prepared by:
George H. Cate, Jr.
1101 Stahlman Building
Nashville, TN 37201
615/255-0354

BOOK 8706 PAGE 248

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. and Mrs. Tom Williams (NAME)	Same (NAME)	Map 82-7
702 Stockell Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 289
Nashville, TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

37894 IDENTIFICATION REFERENCE AUG 19 3 22 PM '92 WILLIAM L. WILSON II REGISTER DAVIDSON COUNTY, TN PICK-UP

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 34,000.00 Tom Williams
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF August 19 92

George H. Cate
Notary Public

MY COMMISSION EXPIRES: 7/29/95

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Four Thousand ($34,000.00) DOLLARS

of which $ 3,400.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have given their Promissory Note of even date herewith, payable to Mary J. Underwood and Sue T. Underwood, payable in 240 monthly installments of $295.30 each, beginning October 1, 1992, the said installments including principal and interest at 10% per annum,

1905 08/19 0101 03CHECK 167.69

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,

we, Mary J. Underwood and Sue T. Underwood, both unmarried,

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

Tom Williams and wife, Marie Williams

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

LAND in Davidson County, Tennessee, being Lot No. 47 on the Plan of Dr. V. S. Lindsley's Addition to Edgefield, now East Nashville, as of record in Book 57, Page 25, Register's Office for Davidson County, Tennessee.

SAID Lot No. 47 fronts 50.0 feet on the westerly side of Stockell Street, formerly Vansiderin Street, and runs back between parallel lines 174.5 feet to an alley.

BEING the same property conveyed to Mary J. Underwood and Sue T. Underwood by Warranty Deed from James E. Wright, Elmus Wright, Jr., Eula Mae Wright Bean, Thelma Wright Mysliwiec, of record in Book 8365, page 284, Office of the Register for Davidson County, Tennessee.

In the event that the Grantees, Tom Williams and wife, Marie Williams, should propose to sell this property, they shall first give written notice to Mary J. Underwood and Sue T. Underwood, or the survivor of them, of the price and terms of the proposed sale, after which Mary J. Underwood and Sue T. Underwood, or the survivor of them, shall have 30 days within which to exercise a right of first refusal to repurchase the property at the same price and upon the same terms as contemplated by the proposed sale.

THE MAXIMUM PRINCIPAL INDEBTEDNESS AT ANY TIME SECURED BY THIS INSTRUMENT FOR TENNESSEE RECORDING TAX PURPOSES IS $30,600.00.

This is improved property known as 702 Stockell Street, Nashville, TN 37207

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 George H. Cate, Jr., 1101 Stahlman Building, Nashville, TN 37201 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 $ insurable value 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 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 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 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.

Whenever 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 17th day of August 19 92

Mary J. Underwood
MARY J. UNDERWOOD

Tom Williams
TOM WILLIAMS

Sue T. Underwood
SUE T. UNDERWOOD

Marie Williams
MARIE WILLIAMS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me George H. Cate, Jr., a Notary Public in and for said County and State, the within named Mary J. Underwood, Sue T. Underwood, Tom Williams, Marie Williams 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 Nashville Tennessee, this 17th day of August, 19 92.

George H. Cate, Jr. Notary Public

Commission expires 7/24/93

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

RECEIVED OF _____

FOR _____ BOOK 8706 PAGE 250

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

CAMT	34000.00
MAMT	30600.00
CON TX	125.80
MOR TX	32.89
PRFEE	1.00
WDEED	8.00
TOTAL	167.69
CHECK	167.69

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 001 1905

3.7.8.9.4

IDENTIFICATION REFERENCE

AUG 19 3 22 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 561656