INSTALLMENT DEED

For and in Consideration of the sum of Sixty One Thousand & No/100 - - - - - - - - - - - - - - - - ($61,000.00) - - - - - - - - - - - - - - - - Dollars, of which Fourteen Thousand & No/100 - - ($14,000.00) - - - - - - - - Dollars, has been paid in cash by James L. Shumaker and wife, Lynn A. Shumaker the receipt of which is hereby acknowledged, and for the remainder Forty Seven Thousand & No/100 - - - - - - - - ($47,000.00) - - - - - - - - - - - - - - - - - Dollars, the said James L. Shumaker and wife, Lynn A. Shumaker have executed their promissory note of even date herewith payable to Fred J. Cobb, Sr., and wife, Jessie Ann Cobb, in four hundred twenty (420) consecutive monthly installments of $300.27, the first payment falling due January 1st, 1974.

It is agreed that this indebtedness may not be assumed except upon written agreement of Fred J. Cobb, Sr.

Interest at 7% is included in payments

~~of said notes bearing x 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, we, Fred J. Cobb, Sr., and wife, Jessie Ann Cobb,

have this day bargained and sold, and do hereby transfer and convey unto the said James L. Shumaker and wife, Lynn A. Shumaker, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 12th Civil District of Davidson County, Tennessee, being a part of the Fred J. Cobb property and described as follows:

Beginning at a point in the west line of the Fred J. Cobb property this point being 425 feet northeast of the center of Knight Road along the north side of a private road; thence North 7° 30' West for a distance of 995.0 feet to a point in an old fence line, the west line of this property. Thence South 36° 56' East for a distance of 1000.0 feet to a point. Thence South 67° 15' West for a distance of 505.0 feet to a point. Thence South 59° 10' West for a distance of 20.5 feet to a point, the point of beginning.

Being a part of the Fred J. Cobb property as recorded in Book 3855, Page 804, Register's Office for Davidson County, Tennessee, and containing 6.01 acres.

An easement is granted to Grantees herein for ingress and egress from Knight Road over the existing roadway to the driveway entering the lands hereby conveyed and all parties agree to keep said roadway free of obstruction.

This is unimproved ( ) improved (X) property, know as 400 Knight Road (House Number) (Street) Nashville, Tn. 37207 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 James L. Shumaker and wife, Lynn A. Shumaker, 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 said real estate to said James L. Shumaker and wife, Lynn A. Shumaker, 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 in hand paid, we, the said James L. Shumaker and wife, Lynn A. Shumaker do hereby transfer and convey unto George H. Cate, Jr., 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 James L. Shumaker and wife, Lynn A. Shumaker 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 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 James L. Shumaker and wife, Lynn A. Shumaker 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, 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 James L. Shumaker and wife, Lynn A. Shumaker 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 George H. Cate, Jr., 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 Fred J. Cobb, Sr., & wife, Jessie Ann Cobb and James L. Shumaker & wife, Lynn A. Shumaker hereunto set our hands at Nashville, Tennessee, this the 21st day of November 19 73

Fred J Cobb Sr

Jessie Ann Cobb

James L Shumaker

Lynn A Shumaker

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Geo. H. Cate, a Notary Public in and for said County and State, the within named Fred J. Cobb, Sr., & wife, Jessie Ann Cobb and James L. Shumaker & wife, Lynn A. Shumaker

the 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 21st day of November, 1973

My Commission Expires July 23, 1974

Geo. H. Cate, Notary Public.

Commission Expires

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 _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4766 PAGE 890

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)

NOV21'73 CONV 61,000.00
NOV21'73 MORT'G 47,000.00
NOV21'73 S'TAX A* 158.60
NOV21'73 S'TAX A* 45.00
NOV21'73 PR'FEE A* .50
NOV21'73 W'DEED A* 8.00 * 212.10

INSTALLMENT DEED

FROM
Fred J. Cobb, Sr., et ux

TO
James L. Shumaker, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 32768

IDENTIF. REFERENCE

Nov 21 2 24 PM '73

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James L. Shumaker (NAME)	Same (NAME)	Map 40
400 Knight Road (STREET ADDRESS OR ROUTE NUMBER)	400 Knight Road (STREET ADDRESS)	Part Parcel 92
Whites Creek, Tn. 37189 (CITY) (STATE) (P. O. ZIP)	Whites Creek, Tn. 37189 (CITY) (STATE) (ZIP)	12D

mail THIS INSTRUMENT WAS PREPARED BY
Geo. H. Cate, Atty
510 Stahlman Bldg.
Nashville Tn 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 61,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF November 19 73

Notary Public

MY COMMISSION EXPIRES: My Commission Expires July 23, 197

(AFFIX SEAL)