This instrument prepared by: Sager & Sager, Attorneys, 923 Main St. Nashville, Tenn. 3720

1869 05/10/79 10:40 SHEET

MAP 72-14 PAR. 70

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

R. C. COX and wife ROSE COX

TO

B. & J. INVESTMENT, A PARTNERSHIP

Mail

For draftsman's use

BOOK 5433 PAGE 680

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
B. & J. INVESTMENT (NAME)	OWNER (NAME)	MAP 72-14
P.O. BOX 164 - Peach Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR. 70
Brentwood, Tenn 37027 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	27W-14545

(FOR REGISTER'S USE)

F 28637

IDENTIF. REFERENCE

MAY 10 1 08 PM '79

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 12,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10 DAY OF MAY 1979.

E. Brashears Notary Public

~~MY COMMISSION EXPIRES:~~ Dep. Reg.

(AFFIX ~~SEAL~~)

FOR AND IN CONSIDERATION OF the sum of ------Twelve Thousand Five Hundred and 00/00---
----------($12,500.00)---------- **DOLLARS**
of which $ 3,125.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees JIM WOOLEMS and WILLIAM BERKLEY, individually and d/b/a B. & J. INVESTMENTS, a partnership, have executed a certain installment deed note in the principle amount of Nine Thousand Three Hundred Seventy Five and00/00($9,375.00) Dollars payable to R. C. COX and ROSE COX, in twenty equal installments of Five Hundred Eighty Three and 88/00($583.88) Dollars, which includes interest at the rate of nine (9%) percent per annum, with the first payment due on August 9, 1979 and quarterly thereafter till paid in full.

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,

R. C. COX and wife, ROSE COX

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

B. & J. INVESTMENTS, a Partnership

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

Land in Davidson County, Tennessee, being part of Lot No. 12 on the Map of Subdivision of hime lot in Chesterfield Place, as of record in Book 421, page 5, Register's Office for said County, described as follows:

Beginning at the northwest corner of Chester, formerly Chesterfield Avenue, and Chapel Avenue; thence with the northerly margin of Chester Avenue, westwardly 62.5 feet to a point 12.5 feet east of the corner of Lots Nos. 11 and 12; thence northwardly and parallel 62.5 feet; thence southwardly 10 feet; continuing in the same direction and with the westerly margin of Chapel Avenue, 122 feet in all 132 feet to the beginning.

Being the same property conveyed to R. C. Cox by deed from Larry J. Burge, Daniel T. Leech and wife, Sara Leech of record in Book 5379, page 349, Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property, known as 1129 ~~Chester Avenue, Nashville, Tennessee~~
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 Houston Sager 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 $12,500.00 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, 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 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 advise 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 9th day of May 1979.

x R. C. Cox
R. C. Cox

x Jim Woolems
Jim Woolems, individually and partner
B. & J. INVESTMENTS

x Rose Cox
Rose Cox

x
William Berkley, individually and partner
B. & J. INVESTMENTS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Thelma M. Sager, a Notary Public in and for said County and State, the within named R. C. COX and wife, ROSE COX and JIM WOOLEMS and WILLIAM BERKLEY 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 9th day of May, 19 79.

Thelma M. Sager, Notary Public.

THELMA M. SAGER * NOTARY PUBLIC * DAVIDSON CO. TENN.

Commission expires January 18, 1982.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am 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 _____.

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

BOOK 5433 PAGE 682

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			12500.00- CO	
			9375.00- MO	
			32.50 CO TX	
			7.40 MO TX	
			.50 PRFEE	
			4.00 WDEED	
			CHECK	44.40-
		1869A05/10/79	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 2 8 6 3 7.

T
IDENTIF. REFERENCE

MAY 10 1 08 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 683035