THIS INSTRUMENT PREPARED BY
DOZIER AND DARROW
ATTORNEYS AT LAW
18th FLOOR 3rd NATIONAL BANK
NASHVILLE, TENN. 37219

Installment Deed

BOOK 5611 PAGE 417

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert S. Comer ux	[illegible]	48-0
(NAME)	(NAME)	
5155 Drakes Branch Rd	Comer 4611 Union St	Par. 63
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville 37218 TN	Nashville, Tenn.	13D27600
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty Five Thousand and no/100---- ----------($35,000.00) ---------- *Dollars,*

of which Eleven Thousand Three Hundred Twenty Two and 67/100 ---------- ----------$11,322.67) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for ~~the remainder~~ part of the remainder, Robert S. Comer and Wife Cindy D. Comer *~~Dollars,~~*

~~the~~ executed have assumed and agree to pay the unpaid balance of $4677.33 of an indebtedness in the original amount of $9500.00 secured by Deed of Trust of record in Book 4119, Page 241 R. O. and for the remainder the said Robert S. Comer and Wife Cindy D. Comer have executed one note of even date herewith in the principal sum of $19,000.00 payable to the order of James C. Pack and Wife Sabina H. Pack in 120 monthly installments of $251.09 each, which includes both principal and interest at the rate of 10% per annum, the first installment falling due on the 15th day of July, 1980, and the others monthly thereafter until the principal and interest have been paid in full. Said note may be prepaid at any time without penalty.*

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, We, James C. Pack and Wife Sabina H. Pack *have this day bargained and sold, and do hereby transfer and convey unto the said* Robert S. Comer and Wife Cindy D. Comer, their *~~successors~~), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

BEGINNING at an ash stup, NoahUnderwood's northwest corner in the east boundary line of a 20-3/4 acre tract conveyed to H. H. Holt, Jr. by Timothy Walton and wife, in Book 60, page 364, Register's Office for said County; thence with Underwood's line east 132 poles to a beech corner; thence with McCool's line, north 5.8 poles to a stake, Andrew's corner; thence with Andrew's line, north 67° west 54 poles to a black oak on the point of a ridge; thence north 85-1/2° west 24.8 pole to a stake with gum pointers on a ridge; Andrew's southwest corner, north 36 poles to a white oak stump on a ridge, Andrew's northwest corner, thence west 23 poles to a hickory on the southwest side of an old road; thence south 12-1/2 degrees west 38-1/2 poles to a small dogwood; thence south 64° west 28.5 poles to a hickory and mulberry pointers on a ridge; thence south 13 poles to beginning, containing 23 acres and which included 6.12 acres conveyed to Timothy Walton and wife, by Henry Holt, Jr. Book 60, page 364, Register's Office and also a part of Lt. 10 in the Subdivision of the W. J. Drake's Lands, as per plan in Minute Book "J', page 396, of the County Court.

BEING the same property Conveyed to James C. Pack and Wife Sabina H. Pack by Deed from Dorothy Frye of record in Book 4488 Page 253 R. O.

RAYMOND HOAR NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 35,000.00

Affiant

Subscribed and sworn to before me, this the 14th day of [illegible] 19 82.

My commission expires My Commission Expires Jan 15, 1983 (Affix Seal)

Notary Public

*Robert S. Comer and Wife Cindy D. Comer will make the payments in First Federal Saving and Loan Association's Mortgage of record in Book 4119 Page 241 R. O. along with the payments above set out to James C. Pack and Wife Sabina H. Pack and the said James C. Pack and Wife Sabina H. Pack will be liable for the payments to said First Federal Savings and Loan Association. Failure to make said payments will expedite the foreclosing proceedures set out below.

unimproved ( )
This is improved ( ) property, known as 5155 Drakes Branch Road (House Number) (Street) Nashville, Tenn. 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 Robert S. Comer and Wife Cindy D. Comer, 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.* except Deed of Trust Book 4119, Page 241

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert S. Comer and Wife Cindy D. Comer, 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 Robert S. Comer and Wife Cindy D. Comer *hereinafter referred to as trustors, hereby transfer and convey unto* R. H. Darrow, *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.

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.

BOOK 5611 PAGE 419

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 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 11 *day of* June, *19* 80

F. 9 2 8 9 1

IDENTIF. REFERENCE

JUN 11 10 05 AM '80

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

$ NSC

James C. Pack

Sabina N. Pack

Robert S. Comer

Cindy D. Comer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Raymond H. Pearce, *a Notary Public in and for said County and State,* James C. Pack and Wife Sabina N. Pack, Robert S. Comer and Wife Cindy R. Comer

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* 11th *day of* June, *19* 80

RAYMOND H. PEARCE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Raymond H. Pearce *Notary Public*

Commission expires My Commission Expires Jan. 15, 1983

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

RECEIVED OF _____

FOR _____ BOOK 5611 PAGE 420

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
			350 [illegible] CO	
			190 [illegible] MO	
			91.00 CO TX	
			17.00 MO TX	
			.50 PRFEE	
			9.00 MISC	
			CHECK	117.50-
			353 DUE/11/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 9 2 8 9 1

T
IDENTIF. REFERENCE

JUN 11 10 05 AM '80

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

No. 761240