13

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

6998

06/30 34.60- CHECK

FROM

CO-OP PROPERTIES, INC., a Georgia Corporation

TO

HARVEY A. THOMAS, ET UX

For draftsman's use

Prepared By:
Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

BOOK 5618 PAGE 919

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
HARVEY A. THOMAS, ET UX (NAME)	NEW OWNER (NAME)	p/o Map 138-9 Map 124-29
Sam → (STREET ADDRESS OR ROUTE NUMBER)	Harvey A. Thomas (STREET ADDRESS)	4D-23180 4D-23190
(CITY) (STATE) (P. O. ZIP)	P.O. Box 286 Mt Juliet Tenn 37122 (CITY) (STATE) (ZIP)	Map 119-6000

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUN 30 1 34 PM '80

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

RUSH

F. 95559

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 9,000.00 Harvey A. Thomas
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF June 19 80

Notary Public

MY COMMISSION EXPIRES: March 3 1981

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ------NINE-THOUSAND AND 00/100 ($9,000.00)---------- DOLLARS

of which $ 2,250.00 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 this day executed their one promissory note of even date herewith in the principal sum of $6,750.00 payable to the order of Grantor and executed by Grantee, and given as part of the purchase money on the herein described property. Said note is payable in 20 consecutive quarterly installments of $337.50 each, plus interest, interest being at the rate of 10-3/4% per annum on the unpaid principal sum. The first payment falling due on the 2nd day of September, 1980, and thereafter, said consecutive quarterly installment payments shall continue quarterly on the 2nd day of December, March, June and September of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

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,

CO-OP PROPERTIES, INC., a Georgia Corporation

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

HARVEY A. THOMAS AND WIFE, MARJORY W. THOMAS

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

Land in the 4th Civil District of Davidson County, Tennessee, and the 25th Civil District of Wilson County, Tennessee, according to a survey made by Joe Charles Wilson, Tennessee License Surveyor No. 654, and as drawn by T & H Land Surveyors, and described as follows:

Beginning at a point in the westerly margin of South Mt. Juliet Road, said beginning point being 50 feet South 1 degree 40 minutes East as measured along South Mt. Juliet Road from the southeast corner of property conveyed to Co-Op Properties, Inc., in Deed Book 365, Page 314, Register's Office for Wilson County, Tennessee; thence with the westerly margin of South Mt. Juliet Road South 1 degree 40 minutes East 25 feet to a point where begins an offset in South Mt. Juliet Road being North 88 degrees 20 minutes East 10 feet to a point where the westerly margin of South Mt. Juliet Road continues; thence continuing with the westerly margin of same, South 3 degrees 08 minutes West 175 feet to a point; thence leaving South Mt. Juliet Road South 83 degrees 01 minutes West 1106.25 feet to a point; thence North 4 degrees 19 minutes East 200 feet to a point; thence North 82 degrees 55 minutes East 1090.16 feet to the point of beginning, containing 5.00 acres.

Being part of the same property conveyed to Co-Op Properties, Inc., by deed from P. C. Nuckolls and Morris Levine of record in Book 4760, Page 165, Register's Office for Davidson County, Tennessee, and of record in Deed Book 255, Page 287, Register's Office for Wilson County, Tennessee.

This instrument is made subject to a utility easement for water line along front of property and to all applicable local government planning, building, zoning and health department* regulations.

This is improved (unimproved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

This instrument is made subordinate to a vendor's lien of record in Book 4760, Page 165, Register's Office for Davidson County, Tennessee, and Deed Book 255, Page 287, Register's Office for Wilson County, Tennessee.

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 Tom G. Coleman, 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 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 interest 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 expresaly 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 2nd day of June, 19 80

Harvey A. Thomas

Marjory W. Thomas

CO-OP PROPERTIES, INC.

By: William J. Long, Pres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named HARVEY A. THOMAS AND WIFE, MARJORY W. THOMAS

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, Tennessee, this 2nd day of June, 19 80

Kay Davis, Notary Public.

Commission expires March 3, 1984

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, THE UNDERSIGNED, a Notary Public of the State and County aforesaid, personally appeared WILLIAM J. LONG

with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the CO-OP PROPETIES, INC., a Georgia Corporation, the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President

Witness my hand and seal, at office in Nashville, Tennessee this 2nd day of June, 19 80

Sandra Smith, Notary Public.

Commission expires August 3, 1980

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

RECEIVED OF _____

FOR _____

BOOK 5618 PAGE 921

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
			9000.00- CO	
			6750.00- MO	
			23.40 CO TX	
			4.70 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	34.60-
		6998A06/30/80	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 9559

IDENTIF. REFERENCE

JUN 30 1 34 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 765379