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BOOK 5740 PAGE 957

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD- 4

FROM

DAVID LYNN MALONE et ux

TO

KERRY COWELL et ux

For draftsman's use

This instrument was prepared by:

Stinnett & Wilkinson, Attorneys
108 South Main Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kerry Cowell et ux (NAME)	Same (NAME)	Map 55
Route # 3 Bull Run Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 25
Nashville, TN. 37218 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	13 D 39578

(FOR REGISTER'S USE)

340336

IDENTIF. REFERENCE

FILED MAY 5 8 46 AM '81

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 28,500.00 Kerry Cowell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF May, 19 81.

Janet M. Cauley
Notary Public

MY COMMISSION EXPIRES: 10-19-82

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of -----Twenty-Eight Thousand, Five Hundred and No/100----------($28,500.00)---------- DOLLARS

of which $ 4,000.00 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 executed their joint promissory lien note of even date herewith, payable to the order of Walter Eugene Rogers and wife, Alice M. Rogers, in the original principal sum of $24,500.00, in 179 monthly installments of $252.90 each, beginning June 1, 1981, with a like payment on the 1st day of each consecutive month thereafter until May 1, 1996, when the entire remaining balance shall be due and payable; said payments include interest at the rate of 11%,

(In case the property herein is sold on an assumption basis, the interest rate will be negotiated)

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, David Lynn Malone and wife, Carol M. Malone

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

Kerry Cowell and wife, Lisa Cowell

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

Land in Davidson County, Tennessee, being parts of Lots Nos. 2 and 3 on the Map of W. L. Thompson Subdivision of the Elizabeth Curtis Estates, as of record in Book 332, page 14, Register's Office for said County, and described according to a copy of a survey made by Ralph W. C. Lambert, October 4, 1953, as follows: BEGINNING at a point in the center line of Bull Run Road at the northwest corner of the land conveyed to William C. Forbis and wife, by deed of record in Book 2273, page 37, Register's Office for said County; thence along their west line partly along a ditch passing through an iron pin on the margin of said road, S 19° 45' E 446.5 feet to an iron pin; thence S 60° 5' W 180 feet to an iron pin; thence N 22° 08' W 444 feet to the center line of Bull Run Road; thence with the center line of same, N 60° 15' E 213.3 feet to the point of beginning.

BEING the same property conveyed to David Lynn Malone and wife, Carol M. Malone, by deed from Mary E. Batts, of record in Book 5286, page 767, Register's Office for Davidson County, Tennessee.

Walter Eugene Rogers executes this instrument on behalf of David Lynn Malone and wife, Carol M. Malone, under and by virute of a Power of Attorney recorded simultaneously herewith.

This conveyance includes a water tap.

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

Grantees will pay 1981 Metro taxes, which have been prorated, and for which they have received credit.

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 James W. Stinnett, 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 $insb. 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, 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 2nd day of May 19 81.

David Lynn Malone
By: W. E. Rogers
Attorney-in-fact

Carol M. Malone
By: W. E. Rogers
Attorney-in-fact

Kerry Cowell

Lisa Cowell

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Kerry Cowell and wife, Lisa Cowell, 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 Ashland City, Tennessee, this 2nd day of May, 19 81.

Janet M. Coxley, Notary Public.

Commission expires 10-19-82

STATE OF TENNESSEE
COUNTY OF CHEATHAM

On this 2nd day of May, 1981, before me personally appeared Walter Eugene Rogers, to me known to be the person who executed the foregoing instrument in behalf of David Lynn Malone and wife, Carol M. Malone, and acknowledged that he executed the same as the free act and deed of the said David Lynn Malone and wife, Carol M. Malone.

Janet M. Coxley
Notary Public

My Comm. Exp.: 10-19-82

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5740 PAGE 959

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
			26500.00-	CO
			2450[illegible].00-	MO
			74.10	CO TX
			22.50	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	103.10-
3827A05/05/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

640336

IDENTIFICATION REFERENCE

MAY 6 8 46 AM '81

FEL[illegible]
DAVIDSON [illegible]

No. 820187