Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP - PARCEL NUMBERS
KERRY E. COUCH, et ux	OWNER	61
522 Ben Allen Road		part of 35 36
Nashville, Tennessee	BOOK 5804 PAGE 351	part of 12DZ 8520 12DZ 8500

FOR AND IN CONSIDERATION of the sum of Thirty Thousand Nine Hundred Fifty and No/100 ($30,950.00)---------- Dollars, of which Six Thousand Five Hundred and No/100 ($6,500.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Twenty-four Thousand Four Hundred Fifty and No/100 ($24,450.00)---------- Dollars, KERRY E. COUCH and wife, LISA COUCH ha V.e. executed their promissory note payable to Henry T. Jones, in 240 equal monthly installments in the amount of Two Hundred Four and 51/100 ($204.51) Dollars, including interest at the rate of 8% per annum.

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, HENRY T. JONES, a widower have this day bargained and sold, and do hereby transfer and convey unto the said KERRY E. COUCH and wife, LISA COUCH, their (successors), heirs and assigns, certain real estate in DAVIDSON County, Tennessee as follows.

TRACT I: A small tract of land in the 12th, formerly 17th Civil District of said County, described according to a survey made by Watkins and Murrey, Surveyors, May 8, 1947, as follows:

Beginning on the westerly margin of Ben Allen Road, said beginning point being 110 feet north of the southerly line of a 5-acre tract of land conveyed to Charles G. Jones and wife, Lottie A. Jones by deed from J. N. Williams and wife, of record in Book 1349, page 205, Register's Office for Davidson County, Tennessee; thence, westerly 190.2 feet to an iron pin; thence northerly 100 feet to an iron pin; thence, easterly 114.4 feet to an iron pin in the westerly margin of Ben Allen Road; thence, with the westerly margin of said Road, southerly 125.4 feet to the beginning.

Being the same property conveyed to Henry T. Jones and wife, Sarah Jewell Jones by deed from Charles G. Jones and wife, Lottie A. Jones, of record in Book 2695, page 431, Register's Office for Davidson County, Tennessee. The said Sarah Jewell Jones having since died.

The above described Tract I partially includes property conveyed to the State of Tennessee by deed of record in Book 4938, page 347, deed of record in Book 4966, page 520 (corrected in deed of record in Book 5026, page 532), Register's Office for Davidson County, Tennessee, consisting of right-of-way of Ben Allen Road. This conveyance is subject to easements granted in said deeds to the State of Tennessee as described therein.

TRACT II: Land in the 12th, formerly the 17th Civil District of Davidson County, Tennessee, described according to a survey made by Donald R. Carver, dated June 19, 1981, described as follows:

Beginning at an iron pin on the west margin of Ben Allen Road, same being the southeast corner of this property and the northeast corner of the Jones small lot; thence leaving the road North 74° 00' West 113.00 feet to an iron pin (Jones northwest corner and the southwest corner of this lot); thence, North

12° 30" East 88.00 feet to an iron pin on the south margin of Ben Allen Road; thence, with a curve to the right with a radius of 684.20 feet for a distance of 145.60 feet to an iron pin, the point of beginning, containing 0.11 acres, more or less.

Being the same property conveyed to Henry T. Jones by deed from Elmer S. Jones, Desiree J. Norton, Carlos G. Jones, Estilee Beaman, Madeline J. Henderson, C. W. Jones, Ruby Mai Peterson, Kenneth William Walters, and Lee Thomas Walters, the only heirs at law of Charles G. Jones, decesased with the exception of Henry T. Jones, the Grantee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 30,950.00

Subscribed and sworn to before me, this the 1st day of October 1981

My commission expires: October 17, 1982
(Affix Seal)

Affiant

Notary Public

unimproved ( )
This is improved (X) property, known as 522 Ben Allen Road, Nashville, Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, 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.

We further convenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, their (successors), heirs and assigns, against the lawful claims of 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 KERRY E. COUCH and wife, LISA COUCH hereinafter referred to as trustors, hereby transfer and convey unto DOUGLAS R. BERRY, 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 $ acv, 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

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 successsor 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.

BOOK 5804 PAGE 353

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 and 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 Registers 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.

Witness our hands s this 1st day of October, 19 81, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Kerry E. Couch
KERRY E. COUCH

Henry T. Jones
HENRY T. JONES

Lisa Couch
LISA COUCH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Kerry E. Couch and Lisa Couch and Henry T. Jones

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 Goodlettsville, Tennessee, this 1st day of October, 19 81.

Jane Y. Bryant
Notary Public

Commission expires October 17, 1982

NOTARY PUBLIC * DAVIDSON *

1756 10/07 112.24- CHECK

INSTALLMENT DEED

FROM
HENRY T. JONES

TO
KERRY E. COUCH, et ux

G62967

IDENTIFICATION REFERENCE

OCT 7 11 59 AM '81

REGISTER
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT PREPARED BY
DOUGLAS R. BERRY
Attorney
907 TWO MILE PKY.
GOODLETTSVILLE, TN 37072

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5804 PAGE 354

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
			30550.00- CO	
			24460.00- MO	
			80.34 CO TX	
			22.40 MO TX	
			.50 PRFEE	
			5.00 WDEED	
			CHECK 112.24-	
1756A10/07/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G62967

IDENTIF. REFERENCE

OCT 7 11 59 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 847106