This Instrument Prepared by: CARL H. OLDHAM, ATTORNEY AT LAW
Hendersonville, Tennessee

BOOK 5805 PAGE 590

2370

10/13 39.50- CHECK

INSTALLMENT DEED

FROM
SIMON VANDERCOOK AND WIFE,
BETHEL VANDERCOOK
TO
THOMAS C. WARREN AND WIFE,
LILLIAN WARREN and
THOMAS C. WARREN, JR.

For draftsman's use

This Instrument was prepared by:
CARL H. OLDHAM
ATTORNEY AT LAW
Hendersonville, Tenn. 37075

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
THOMAS C. WARREN (NAME)	SAME (NAME)	51-8 97
120 Brinkhaven Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	11D 69560
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

Oct 13 8 30 AM '81

FELIX Z. ALLISON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE }
COUNTY OF SUMNER }

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

$ 10,000.00 Carl H Oldham
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF October, 1981

Paulette L. Cockram
Notary Public

MY COMMISSION EXPIRES: 1-22-83

(AFFIX SEAL)

NOTARY PUBLIC

G63454

FOR AND IN CONSIDERATION OF the sum of TEN THOUSAND ($10,000.00) ---------- DOLLARS

of which $ 1,000.00 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 promissory note in the amount of NINE THOUSAND DOLLARS ($9,000.00) with interest thereon at a rate of TEN PER CENT (10%) per annum, payable in monthly installments of ONE HUNDRED NINETY ONE DOLLARS AND TWENTY TWO CENTS ($191.22), with the first installment due on November 15, 1981, and thereafter on the 15th day of each month a payment of like amount until said amount is paid in full, with the total amount of principal and interest due and payable in full on or before five (5) years from the date hereof. Said note may not be assumed by a subsequent purchaser of said property without the consent of holder of said note.

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,

SIMON VANDERCOOK AND WIFE, BETHEL VANDERCOOK

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto THOMAS C. WARREN AND WIFE, LILLIAN WARREN and THOMAS C. WARREN, JR., as joint tenants with full right of survivorship

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

A lot or parcel of land situated in the 11th Civil District of Davidson County, Tennessee, more particularly described as follows: Being Lot No. 29 on an unrecorded plat, which said plat is to be recorded in the Register's Office for Davidson County, Tennessee, said plat being a resubdivision of Will S. Roberson and wife's resubdivision of B. R. Enloe's subdivision of lots Nos. 2 & 5 in Montague Subdivision, which Montague Subdivision is recorded in Book 421, Page 129, Register's Office for Davidson County, Tennessee, said Lot No. 29 being described as follows: Said lot begins at the Southeast corner of Brinkhaven Avenue and runs along the southerly side of said Brinkhaven Avenue in an Easterly direction, 57 feet to a point; thence in a southerly direction, 120 feet to point; thence along its Southerly line, 100 feet to a point on Liberty Circle; thence along the Easterly side of Liberty Circle, in a Northerly direction 127.5 feet to the point of beginning.

Being the same property conveyed to Simon Vandercook and wife, Bethel Vandercook by deed from Will S. Robertson and wife, Maude Robertson of record in Book 1179, Page 1520, Register's Office for Davidson County, Tennessee.

1981 Taxes are to be paid by Buyer.

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 seised 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 CARL H. OLDHAM 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 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 12 day of October 1981.

Simon Vandercook
(SIMON VANDERCOOK)

Thomas C. Warren
(THOMAS C. WARREN)

(BETHEL VANDERCOOK)
Bethel Vandercook

Lillian B Warren
(LILLIAN WARREN)

Thomas C Warren Jr.
(THOMAS C. WARREN, JR.)

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 SIMON VANDERCOOK AND WIFE, BETHEL VANDERCOOK, THOMAS C. WARREN AND WIFE, LILLIAN WARREN and THOMAS C. WARREN, JR. 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 Hendersonville, Tennessee, this 12 day of Oct., 1981.

Carlette L. Oldham, Notary Public.

(Commission expires 1-22-83)

STATE OF TENNESSEE
COUNTY OF

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

RECEIVED OF BOOK 5805 PAGE 592

FOR

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
			10000.00-	CO
			9000.00-	MO
			26.00	CO TX
			7.00	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	39.50-
2370A	10/13/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G63454

IDENTIF. REFERENCE

OCT 13 8 30 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 847693