Prepared By: Schulman, LeRoy & Bennett, P.C.
P. O. Box 2707
Nashville, Tennessee 37219

Installment Deed

BOOK 5825 PAGE 36

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Alan D. Johnson, Billy G. Johnson and Charlene Johnson Kozy 264 Cumberland Circle	Same	96-5 P. 24 ae
(NAME)	(NAME:	
(STREET ADDRESS OR ROUTE NUMBER) Nashville TN 37214	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Sixty Thousand and 00/100 ($60,000.00) Dollars, *of which* Ten Thousand and 00/100 ($10,000.00) Dollars, *has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* the Grantees have executed an Installment Deed Note in the principal sum of Fifty Thousand and 00/100 ($50,000.00) Dollars plus interest at the rate of ten (10%) percent per annum, payable in sixty (60) monthly installments of Five Hundred and 00/100 ($500.00) Dollars each beginning on the 1st day of December, 1981, and thereafter on the 1st day of each succeeding month, with the principal balance of Forty-Three Thousand Five Hundred Forty-Six and 60/100 ($43,546.60) Dollars being due and payable in full on the 1st day of December, 1986. Said monthly payments are to be applied first to the payment of interest at the rate of ten (10%) percent per annum on the principal sum and the balance to be applied to the payment of principal,

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, M. D. Cooper Stockell, Jr., Mercer L. Stockell, and Kent L. Stockell,

have this day bargained and sold, and do hereby transfer and convey unto the said Alan D. Johnson, Billy G. Johnson, and Charlene Johnson Kozy, as tenants in common, each holding an one-third (1/3) undivided interest, *the Grantees herein, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being parts of Lots Nos. 85, 86, and 87 on the Map of Bluefields Subdivision No. 2, as of record in Book 843, Page 34, Register's Office for Davidson County, Tennessee, and being Lot No. 14 on the unrecorded Plan of R. D. Stanford's Resubdivision of certain lots in Bluefields, described according to a copy of a survey made by Z. J. Wilkinson, Surveyor, December 11, 1940, as follows:

Beginning at a point in the southeasterly margin of Cumberland Circle at the common corner of Lots Nos. 85 and 86 of said Bluefields Subdivision; thence South 65° 30' east 414.7 feet to a point in the rear line of Lot No. 85; thence South 4° west 198 feet to a point; thence South 79° 15' west 12.3 feet to a point; thence North 52° west 500 feet to a point in the easterly margin of Cumberland Circle, said point being 26.1 feet southwest of the common corner of Lots Nos. 86 and 87; thence North 34° east with the easterly margin of Cumberland Circle 77 feet to the point of beginning.

BEING the same property conveyed to M. D. C. Stockell and wife, Dorothy Logan Stockell, by Deed from R. D. Stanford, Jr., Trustee, and R. D. Stanford and wife, Eula Myrtle Stanford, of record in Book 1157, Page 589, Register's Office for Davidson County, Tennessee. The said M. D. C. Stockell died in April of 1979. The said Dorothy Logan Stockell subsequently died on April 25, 1980, leaving a Last Will and Testament of record in Will Book 130, Page 692, Probate Court Clerk's Office for Davidson County, Tennessee, wherein she devised and bequeathed all of her real and personal property to the late M. D. C. Stockell. The Grantors herein are the sons and daughters and sole heirs of the said M. D. C. Stockell and Dorothy Logan Stockell.

The Grantors have agreed to pay the 1981 taxes.

This conveyance is made subject to all restrictions and easements of record.

394 12/01 316.32 CHECK

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 60,000.00

Affiant

Subscribed and sworn to before me, this the 30 day of

19 81

My commission expires: 1/15-1983

(Affix Seal)

Notary Public

unimproved ( )

This is improved (X) property, known as 264 Cumberland Circle, Nashville, Tennessee 37214

(House Number) (Street) 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 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., except for 1981 taxes which the Grantors agree to pay.

We further covenant 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 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto H. Michael Bennett, 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 $ 50,000 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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 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 30th day of May, 19 81.

M. D. Cooper Stockell, Jr.

Mercer L. Stockell

Kent L. Stockell

Alan D. Johnson

Billy G. Johnson

Charlene Johnson Kozy

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Louise S. Simmons, *a Notary Public in and for said County and State,* M. D. Cooper Stockell, Jr., [redacted], and Kent L. Stockell,

the within named 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, this* 26 *day of* November *19* 81

Louise S. Simmons *Notary Public*

Commission expires 1/15/1983

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Louise S. Simmons, *a Notary Public in and for said County and State,* Alan D. Johnson, Billy G. Johnson, and Charlene Johnson Kozy,

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* 30th *day of* Nov., *19* 81.

Louise S. Simmons *Notary Public*

Commission expires 1/5/1983

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

Personally appeared before IRMGARD HOLZ, a notary public in and for said county and state, MERCER L. STOCKELL, one of the within named Bargainors with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witnesseth my hand and official seal at New York, New York, this 10th day of November, 1981.

IRMGARD HOLZ
Notary Public, State of New York
No. 4708572
Qualified in Westchester County
Cert. Filed in New York County
Commission Expires March 30, 1983

Irmgard Holz
Notary Public

IRMGARD HOLZ NOTARY PUBLIC STATE OF NEW YORK

INSTALLMENT DEED

FROM

M. D. COOPER STOCKELL, JR., MERCER L. STOCKELL, and KENT L. STOCKELL

TO

ALAN D. JOHNSON, BILLY G. JOHNSON, and CHARLENE JOHNSON KOZY

PUSH

G 69932

IDENTIFICATION REFERENCE

DEC 1 9 03 AM '81

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5825 PAGE 40

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
			600[illegible].00-	CO
			500[illegible].00-	MO
			156.00	CO TX
			46.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 216.50-
			0394A12/01/81	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

669932

DEC 1 9 03 AM '81

REGISTER
DAVIDSON COUNTY, TENNESSEE

No. 855407