RETURN BACK TO:
JOHN G. DOAK
2740-A OLD LEBANON RD.
NASHVILLE, TN 37214

BOOK 5829 PAGE 536

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM DON H. WARE

TO CHARLES C. SELLS AND
RAY L. SELLS

For draftsman's use

PREPARED BY:
JOHN G. DOAK, ATTORNEY
2740-A Old Lebanon Road
Nashville, TN 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles C. Sells et al (NAME)	SAME (NAME)	94
P.O. Box 100576 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 123 Js
Nashville, TN 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

DEC 10 2 22 PM '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

$154,000.00 Affiant

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

Marie B. Cummings
Notary Public

MY COMMISSION EXPIRES: 6 Feb. 1982
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED FIFTY FOUR THOUSAND and no/100 ($154,000.00) DOLLARS

of which $ 50,000.00 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 an installment deed note of even date payable to the er of Don H. Ware the principal amount of $104,000.00 payable in 216 equal successive monthly tallments of $1,313.33 each including principal and interest ($80,000.00 of the principal draws erest at the rate of 15% per annum and the remaining principal draws interest at the rate of per annum over said period) with the first such payment being due 30 days from the date here-

Property is free and unencumbered except for a 30 ft. public utility, drainage and spur ement along the N line, a 10 ft. public utility and drainage easement along the W line, a 15 minimum building setback line along the S line and a 3 x 30 ft. utility anchor easement at SW corner and except for an existing 1st Mortgage Deed of Trust of record in Book 4855, page , Register's Office for Davidson County, Tennessee, which purchasers take subject to but do not ume and which seller shall continue to pay when and as due.

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,

Don H. Ware, (being married, but subject property is not a residence and is not the principal place of residence as he maintains residence elsewhere)

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

Charles C. Sells and Ray L. Sells

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A tract of land in the 3rd il District of Davidson County, Tennessee, being part of Lot 6-C on the Plan of Riverhills ustrial Park, Section 5 of record in Book 4660, page 65, Register's Office for Davidson County, nessee and being described by survey of A & A Engineers, Inc., dated September 22, 1981, as llows: BEGINNING with a point in the northern right-of-way margin of Cave Road being the SW rner of Section 5 River Hills Industrial Park as of record in Book 4660, page 65, said Register's fice; thence N 2° 27' 37" E 95.30 feet to a point in the southern right-of-way margin of the N Railroad; thence with said margin N 67° 16' E 70.42 feet to point; thence with a curve to e right having a radius of 1860.08 feet and a length of 109.09 feet to a point; thence leaving ld margin S 15° 54' 30" E 194.36 feet to an iron pin in the N right-of-way margin of Cave Road; ence with said margin N 81° 04' W 42.80 feet to a point; thence with a curve to the left having radius of 1704.98 feet and a length of 182.88 feet to the point of beginning, containing 0.636 res, more or less.

ING part of the same property conveyed to John T. Thomas and Don H. Ware by deed from River-lls, Inc., of record in Book 4758, page 861, said Register's Office, the said John T. Thomas ving since conveyed his interest to Don H. Ware by deed of record in Book 5112, page 979, gister's Office for Davidson County, Tennessee.

LLER and purchasers agree that if seller fails to pay any sum due under the existing first rtgage or defaults thereunder the purchasers shall have the right to, but not the duty to, y the delinquent payment or remedy the default and to deduct the cost thereof from the next nies otherwise due sellers hereunder.

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

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 John G. Doak 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 $ full 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 2nd day of December 19 81

Don H. Ware

DON H. WARE

Charles C. Sells

CHARLES C. SELLS

Ray L. Sells

RAY L. SELLS

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 Don H. Ware, Charles C. Sells and Ray L. Sells

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, this 2nd day of December, 1981

Marie B. Cummings, Notary Public.

Commission expires 6 Feb. 1982

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 .

RECEIVED 508 CHECK 260

Book 5829 Page 537A

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

RECEIVED OF _____

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
			154000.00- CO	
			104000.00- MO	
			400.40 CO TX	
			100.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	506.90-
26UBA	12/10/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 71683
11
Sentry Mtg
12.10 · 3220 m 81
Lucy H-Wilson #4
Plum Co
Sum

No. 857553