BOOK 5943 PAGE 861

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Opal Kanouse, unmarried and

William F. Kanouse, Jr., unmarried

TO

Joe D. Nicks

For draftsman's use

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joe D. Nicks (NAME)	Third National Mortgage Co. (NAME)	162-6-105
170 Old Tusculum Road (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 2628 (STREET ADDRESS)	
Antioch, Tn 37013 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37219 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 1 0 7 7 2

IDENTIF. REFERENCE

SEP 30 2 51 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 38,413.84 Joe D. Nicks
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF September 1982.

Jo Ann Smith
Notary Public

MY COMMISSION EXPIRES: Feb. 12, 1983

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Eight Thousand Four Hundred Thirteen and 84/100 ----------($38,413.84)---------- DOLLARS

of which $ 8,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has assumed and agreed to pay $ 25,413.84, said amount being the remaining unpaid balance of a certain note executed by Richard A. Grose and wife, Kay Grose, to James I. Vance Berry, Trustee, of record in Book 5089, page 624, Register's Office for Davidson County, Tennessee, and in further consideration has executed his one note of even date herewith in the original principal amount of $5,000.00, payable to the order of the grantors herein in 42 monthly installments of $146.40 each, the first of which is due and payable on the 1st day of November, 1982, and thereafter a like amount on the 1st day of each succeeding month, with the last installment becoming due and payable on the 1st day of April, 1986. The installments include interest at the rate of 12% per annum, said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions as set out in 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.

We, Opal Kanouse, unmarried and William F. Kanouse, Jr., unmarried

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

Joe D. Nicks, unmarried

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

Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Old Tusculum Road Heights Subdivision, as of record in Book 4300, page 45, Register's Office for Davidson County, Tennessee.

Said Lot No. 8 fronts 60 feet on the north side of Old Tusculum Road and runs back 178.98 feet on the west line and 174.64 feet on the east line to a dead line, measuring 60.16 feet thereon.

Being property conveyed to "William F. Kanouse and wife, Opal Kanouse", by deed from Loyd F. Umstead and wife, Claudia D. Umstead, of record in Book 5401, page 683, Register's Office for Davidson County, Tennessee, wherein a question of the identity of persons has arisen respecting the name of the said William F. Kanouse who is identified therein as having a wife named Opal Kanouse. Actually, William F. Kanouse (as so identified) and the said Opal Kanouse were not husband and wife, but had been

09/30/82 15:34 BOOK

This is ( ) unimproved (X) improved property, known as 170 Old Tusculum Road Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

divorced by decree of the Court of Common Pleas for Ross County Ohio, on April 20, 1977, No. 77-C1-63 in said Court, and they had not thereafter remarried. By inadvertance, the son of the said parties, also named William F. Kanouse, to whom it was intended that the premises should have been conveyed was identified by the language of the said instrument as the husband of Opal Kanouse rather than her son. By the execution of this instrument as attested by his signature hereto affixed, the said William F. Kanouse, Jr. represents and warrants the facts respecting the identity of said persons are true as hereinabove stated. Accordingly to remove any doubt respecting any possible rights of William F. Kanouse, Jr., the son of Opal Kanouse whose signature appears below, has hereunto executed this instrument for the express puspose of conveying any and all rights and interest that he may have in said land to the said Joe D. Nicks.

The said William F. Kanouse having conveyed his interest to Opal Kanouse and William F. Kanouse, Jr., by deed of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

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 Jno. B. Cobb, 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 $ 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 30th day of September 19 82.

Joe D. Nicks
Joe D. Nicks, unmarried

Opal Kanouse
Opal Kanouse, unmarried

William F. Kanouse, Jr., unmarried
William F. Kanouse 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 Opal Kanouse, unmarried, William F. Kanouse, Jr., unmarried, and Joe D. Nicks, unmarried 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 30th day of September, 19 82.

Jo Ann Smith, Notary Public.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires Feb. 12, 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 .....

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			38413.84- CO	
			5000.00- MO	
			99.84 CO TX	
			3.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 1 0 7 7 2

IDENTIF. REFERENCE

SEP 30 2 51 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 902521