MAP 63
P/O Par 28 JD

INSTALLMENT DEED

BOOK 5968 PAGE 305

For and in Consideration of the sum of THIRTEEN THOUSAND AND NO/100 ($13,000.00) Dollars, of which ONE THOUSAND AND NO/100 ($1,000.00) Dollars, has been paid in cash by JAMES W. FORKUM AND WIFE, PATRICIA LEE MENEES FORKUM the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND AND NO/100 ($12,000.00) Dollars, the said James W. Forkum and wife, Patricia Lee Menees Forkum have executed their Promissory Note of even date, payable in monthly installments of $254.97 each, the first being due on or before December 1, 1982 and a like payment on or before the 1st day of each succeeding month thereafter until paid. All of said payments are due on or before five (5) years from date. Said Note is made payable to Ed Menees and wife, Alice Menees. Interest at the rate of 10% per annum is included in each of the respective monthly payments.

and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Ed Menees, and wife, Alice Menees,

have this day bargained and sold, and do hereby transfer and convey unto the said James W. Forkum and wife, Patricia Lee Menees Forkum, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Lot No. 2 on the Ed Menees Subdivision in the Eleventh (11th) Civil District of Davidson County, Tennessee, recorded October 26, 1982 in Book 5190, Page 664, Register's Office for Davidson County, Tennessee.

Said Lot No. 2 fronts 166.3 feet on the northerly side of Menees Lane and extends back 504 feet on the west line and 497.7 feet on the east line to a dead line on which it measures 182 feet thereon.

Being a part of the same property which was conveyed to Ed Menees by deed from John Menees, et al of record in Book 1425, Page 574, Register's Office for Davidson County, Tennessee.

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

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James W. Forkum and wife, Patricia Lee Menees Forkum, 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 said real estate to said James W. Forkum and wife, Patricia Lee Menees Forkum, 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 in hand paid, we, the said James W. Forkum and wife, Patricia Lee Menees Forkum

do hereby transfer and convey unto Earl Thompson, 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 James W. Forkum and wife, Patricia Lee Menees Forkum 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 $ Vacant Property 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 interst 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 James W. Forkum and wife, Patricia Lee Menees Forkum 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 trust 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 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 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 James W. Forkum and wife, Patricia Lee Menees Forkum, 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 Earl Thompson, Trustee, shall be vested in said successor.

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 Ed Menees and wife, Alice Menees and James W. Forkum and wife, Patricia Lee Menees Forkum ~~and~~ XXX

hereunto set our hands at Madison, Tennessee, this the 20 day of November 1982

Ed Menees
Ed Menees

Alice Menees
Alice Menees

James W. Forkum
James W. Forkum

Patricia Lee Menees Forkum
Patricia Lee Menees Forkum

STATE OF TENNESSEE
Davidson County

Personally appeared before me, J. M. Draper, a Notary Public in and for said County and State, the within named James W. Forkum and wife, Patricia Lee Menees Forkum - Ed Menees - Alice Menees

the 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 Madison, Tennessee, this 20 day of November, 1982

J. M. Draper, Notary Public.

Commission Expires January 15/1983

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

H 1 8 5 9 8

IDENTIF. REFERENCE

Nov 23 11 28 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM
ED MENEES AND WIFE,
ALICE MENEES

TO
JAMES W. FORKUM AND WIFE,
PATRICIA LEE MENEES FORKUM

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOBEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James W. Forkum and wife, Patricia Lee Menees Forkum (NAME)	Same (NAME)	
361 Wales Drive (STREET ADDRESS OR ROUTE NUMBER)	" (STREET ADDRESS)	
Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	" (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

EARL THOMPSON, ATTORNEY
Suite 205, 162 Fourth Avenue, North
Post Office Box 2868
Nashville, Tennessee 37219
615/255-7443

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 13,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF November 19 82

Notary Public

MY ~~COMMISSION EXPIRES~~: 4-29-86

(~~AFFIX SEAL~~)

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

[illegible] CO
[illegible] MO
[illegible] CO TX
[illegible] MO TX
.50 PRFEE
[illegible] MISC
CHECK [illegible]-
1556A11/23/02 REL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H I 3 5 9 8

IDENTIF. REFERENCE

NOV 23 11 28 AM '02

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 912003