INSTALLMENT DEED

BOOK 5973 PAGE 513

For and in Consideration of the sum of 39,500.00

Thirty Nine Thousand Five Hundred and 00/100 ($39,500.00) Dollars,

of which Eight Thousand Five Hundred and 00/100 ($8,500.00) Dollars,

has been paid in cash by Michael Deward Cox and wife, Marsha Lynn Cox

the receipt of which is hereby acknowledged, and for the remainder of $31,000.00

Thirty One Thousand and 00/100 ($31,000.00) Dollars,

the said Michael Deward Cox and wife, Marsha Lynn Cox have executed an Installment Deed Note of even date herewith in the principal sum of Thirty One Thousand and 00/100 ($31,000.00) Dollars payable to Ray D. Osborne and wife, Georgia O. Osborne in 240 monthly installments as follows: Beginning on the 1st day of January, 1983, the sum of Two Hundred Ninety Nine and 16/100 ($299.16) Dollars, and thereafter a like amount on the 1st day of each succeeding month until the amount of both principal and interest are paid in full. Said monthly installments are to be applied first to interest at the rate of 10% per annum and the balance of each monthly payment after the payment of interest are to be applied to the principal amount.

all of said notes bearing ~~six~~ ten per cent interest from date, 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, Ray D. Osborne and wife, Georgia O. Osborne

have this day bargained and sold, and do hereby transfer and convey unto the said Michael Deward Cox and wife, Marsha Lynn Cox, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 24 on the Plan of Section II, Sherry Heights, of record in Book 2331, page 69, Register's Office for said County.

Said Lot No. 24 fronts 89 feet on the north side of Westchester Drive and runs back between lines 294.6 feet on the west line and 277.3 feet on the east line, to a dead line in the rear, measuring 126.1 feet thereon.

Being the same property conveyed to Ray D. Osborne and wife, Georgia O. Osborne by deed from Floyd Cramer, Jr., and wife, Mary E. Cramer, of record in Book 4605, page 267, Register's Office for Davidson County, Tennessee.

This conveyance is subject to restrictions of record in Book 2449, page 374, Register's Office for said County.

This is unimproved ( ) improved (X) property, known as 604 Westchester Drive, Madison, Tenn. 37115
(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 Michael Deward Cox and wife, Marsha Lynn Cox, 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 our heirs and representatives, to warrant and forever defend the title to said Michael Deward Cox and wife, Marsha Lynn Cox, 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 Michael Deward Cox and wife, Marsha Lynn Cox

do hereby transfer and convey unto John T. Blankenship, 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 Michael Deward Cox and wife, Marsha Lynn Cox

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 $35,000.00 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 Michael Deward Cox and wife, Marsha Lynn Cox 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; if 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 Michael Deward Cox and Marsha Lynn Cox, their 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 John T. Blankenship, 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 Ray D. Osborne and wife, Georgia O. Osborne and Michael Deward Cox and wife, Marsha Lynn Cox hereunto set our hands at Nashville, Tennessee, this the 2nd day of December 19 82

Ray D. Osborne

Georgia O. Osborne

Michael Deward Cox

Marsha Lynn Cox

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Ray D. Osborne and wife, Georgia O. Osborne and Michael Deward Cox and wife, Marsha Lynn Cox

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 Nashville Tennessee, this 2nd day of December, 1982

Paul G. Blankenship, Notary Public

Commission Expires July 21, 1984

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 20238

IDENTIF. REFERENCE

DEC 8 10 05 AM '82

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOLLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Michael Deward Cox et ux (NAME)	Michael Deward Cox, et ux (NAME)	Map 42-10
604 Westchester Drive (STREET ADDRESS OR ROUTE NUMBER)	604 Westchester Drive (STREET ADDRESS)	Parcel 30
Madison, Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	Madison, Tennessee 37115 (CITY) (STATE) (ZIP)	11D 8115

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 39,500.00 Michael D. Cox
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF December, 19 82

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: 7/21/84

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____ BOOK 5973 PAGE 517

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
			39500.00- CO	
			31000.00- MO	
			102.70 CO TX	
			29.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	144.20-
3609		12/06/82	BAL	.03

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 0 2 3 8

IDENTIF. REFERENCE

DEC 6 10 05 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 913948