Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
J. Dan Coggin and Marguerite Coggin (NAME)	same (NAME)	130-8
3710 Trimble Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	39
Nashville, Tn. 37215 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	BOOK 5976 PAGE 226

FOR AND IN CONSIDERATION of the sum of Ninety Thousand ($90,000.00) Dollars, of which Fifty Thousand ($50,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Forty Thousand ($40,000.00) Dollars, J. Dan Coggin and Marguerite Coggin have executed an installment deed note on this date which bears interest at the rate of twelve (12%) percent per annum, payable in accordance with the terms hereof,

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. A. Borchert, an unmarried person, has ~~XX~~ this day bargained and sold, and do hereby transfer and convey unto the said J. Dan Coggin and Marguerite Coggin, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as ~~XXXX~~ fully described on Exhibit "A", attached hereto and incorporated herein by reference. This property and the improvements thereon are being conveyed as is. However, both the Grantor and the Grantees acknowledge that there is currently pending in Division I of the Chancery Court of Davidson County, Tennessee, a lawsuit styled Daniel Fox Onley, et ux. vs. Michael A. Borchert, et al. No. 81-1971-I. Grantor does hereby covenant and agree to save harmless, protect and defend Grantees from any loss, cost or expense as a result of this lawsuit.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 90,000.00

Subscribed and sworn to before me, this the 10th day of December, 19 82.

Marguerite Coggin
Affiant

My commission expires: 4-17-83
(Affix Seal)

James C. Dale III
Notary Public

This is improved (X) unimproved ( ) property, known as 4331 Saundersville Road, Nashville, Tennessee (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 J. Dan Coggin and Marguerite Coggin, their (successors), heirs and assigns forever. He covenants that he is 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 the current year's taxes. He further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to said real estate to said J. Dan Coggin and Marguerite Coggin, 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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said J. Dan Coggin and Marguerite Coggin hereinafter referred to as trustors, hereby transfer and convey unto Joel H. Moseley, 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 $ the full insurable value, 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 due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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. BOOK 5976 PAGE 227

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 Registers 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.

Witness our *hand* s *this* 10th *day of* December, *19* 82, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

M. A. BORCHERT

M A Borchert

J. DAN COGGIN

Marguerite Coggin

MARGUERITE COGGIN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* J. Dan Coggin, Marguerite Coggin, and M. A. Borchert,

*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, Davidson County, Tennessee *this* 10th *day of* December, *19* 82.

James C. Dale III
Notary Public

JAMES C. DALE, III * NOTARY PUBLIC * STATE AT LARGE * TENNESSEE

Commission expires 4/12/83

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 .....

FILED DAVIDSON COUNTY, TN. FELIX Z. WILSON II REGISTER
DEC 10 4 38 PM '82
IDENTIFICATION REFERENCE
H2 1 10 6

INSTALLMENT DEED

FROM
M. A. BORCHERT, an unmarried person

TO
J. DAN COGGIN and MARGUERITE COGGIN

TO
JOEL H. MOSELEY, TRUSTEE

THIS INSTRUMENT WAS PREPARED BY:
Moseley & Moseley
Attorneys at Law
P. O. Box 121439
Nashville, Tn. 37212

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
314 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005-HESSEY 8-1-75

EXHIBIT "A"

Land in Davidson County, Tennessee, being in the Old 4th Civil District, fronting Saundersville Road, and lying between the Baptist Church property and George A. Patton Investment Co. property near entrance to Green Acres of Hermitage Subdivision, as more particularly described in the resubdivision plat of record at Book 5800, Page 31, in the Register's Office for Davidson County, Tennessee, on February 22, 1982, and described as follows:

Beginning at a point in the westerly margin of Saundersville Road, said point being the southeastern corner of modified Lot No. 114 now owned by the George A. Patton Investment Co.; thence with the boundary of the George A. Patton Investment Co. lot and in a northeasterly direction 150 feet; more or less to a marker in the easterly boundary line of the Baptist Church property; thence with the easterly boundary line of the same South 7 degrees 59' 21" West 166.42 feet to a concrete marker; thence South 61 degrees 26' 58" East 80.01 feet to a concrete marker, being the Baptist Church's most southeasterly corner and Saundersville Road; thence with Saundersville Road right of way North 28 degrees 33' 2" East 38.1 feet to a marker; thence on a radius of 425.14 feet of Saundersville Road 118.1 feet, more or less, to the point of beginning, known as Lot No. 1-A.

Being the same property conveyed from Joel H. Moseley, Trustee, to M. A. Borchert, an unmarried person, by deed of record in Book 5807, Page 887, in the Register's Office for Davidson County, Tennessee.

This conveyance also includes an easement as follows:

Land in Davidson County, Tennessee, and being a joint use easement for the installation and maintenace of a sanitary sewer service line and booster pumps for Lot No. 1-A on the plan of the Michael A. Borchert land of record in Plat Book 5800, Page 31, Register's Office for Davidson County, Tennessee, and the land of the George A. Patton Investment Co., of record in Deed Book 4851, Page 131, Register's Office for Davidson County, Tennessee. This easement is shown on the said plat of the Borchert land and is more particularly described according to a survey by J. Bruce Rainey, Surveyor #823 dated November 27, 1981, and known as Job No. 81-244 as follows:

Beginning at a point on the common line between the Patton Investment Co. land and the said Lot 1-A, said point of beginning being the easternmost corner of the herein described easement said point of beginning being North 65 degrees 51' 19" West 44.85 feet from the easternmost common corner of the said Patton Investment Co. land and Lot 1-A; thence with the common line between the said two properties North 65 degrees 51' 19" West 52.25 feet to a point; thence leaving the said common line North 15 degrees 08' 08" East 19.83 feet to a point; thence South 74 degrees 51' 52" East 10.00 feet to a point; thence South 27 degrees 54' 48" East 9.62 feet to a point; thence South 43 degrees 56' 41" East 40.83 feet to the point of beginning, containing 600 square feet more or less, (0.014 acres more or less).

The above described easement lies wholly on the land of the said George A. Patton Investment Co. of record in Deed Book 4851, Page 131, Register's Office for Davidson County, Tennessee.

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

RECEIVED OF _____

FOR _____

BOOK 5976 PAGE 229

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]	
			[illegible]	
			[illegible]	
			[illegible]	
			.50 PRFEE	
			9.00 MISC	
			CHECK	81.00-
			465BA1e/10/82 BAL	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 T I O 6

IDENTIF. REFERENCE

DEC 10 4 38 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 915135