OFFICIAL RECEIPT

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED BOOK 5980 PAGE 352

Form No. WD - 4

FROM
Jerry N. Gomer

TO
W. C. Hickman

For draftsman's use

This instrument was prepared by:
MOSELEY & MOSELEY
Attorneys at Law
2501 Hillsboro Road
Nashville, Tennessee 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
W. C. Hickman (NAME)	W. C. Hickman (NAME)	118-16
5214 Regent Drive (STREET ADDRESS OR ROUTE NUMBER)	5214 Regent Drive (STREET ADDRESS)	70
Nashville, Tennessee 37220 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37220 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 22430

IDENTIF. REFERENCE T

Dec 21 10 21 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 70,000.00 W. C. Hickman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF April 19 82

Notary Public

MY COMMISSION EXPIRES: 1-15-83

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seventy Thousand ($70,000.00) **DOLLARS**

of which $ 20,000.00 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 given his installment deed note in the total amount of Fifty Thousand ($50,000.00) Dollars, payable in accordance with the terms thereof to the Grantor,

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,

Jerry Gomer

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

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

(SEE EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN BY REFERENCE)

Grantee hereby assumes and agrees to pay the 1982 real property taxes.

12/21 1982 BOOK

This is unimproved (X) improved ( ) property, known as a vacant lot at the corner of Sidco Drive and Norris Avenue, (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)
Nashville, Tennessee

OFFICIAL RECEIPT

BOOK 5980 PAGE 353

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever; and we do 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 collection thereof in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar cash in hand paid, we, the said grantees herein do hereby transfer and convey unto Susan H. Moseley Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. To this end the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable insurance company or companies for at least the sum of $_____ 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 that may be levied 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, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured hereby, bearing interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their tenor 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, as expended by them, 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 and dispose of 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 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, to 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 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 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 21st day of April, 19 82.

Jerry N. Comer

Jerry N. Comer

Janice Faye Comer

and wife, Janice Faye Comer

Winston C. Hickman W. C. Hickman

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 Jerry N. Comer, Janice Faye Comer and W. C. Hickman, 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 21st day of April, 1982.

Joel H. Moseley, Notary Public.

Commission expires 1-15-83

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 himself as _____.

Witness my hand and official seal at office in _____, this _____ day of _____, 19__.

_____, Notary Public.

Commission expires _____

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

OFFICIAL RECEIPT

EXHIBIT "A"

Land in Davidson County, Tennessee, being lot No. 45, of the Sidco Section II, Subdivision, of record in book 2331, page 93, Register's Office for said County, and more fully described as follows:
Beginning at a point in the east right-of-way of Sidco Drive and the center line of L. & N. Railroad spur track, said point being south 2° 40' west 27.02 feet from a concrete monument; thence, with said east right-of-way of Sidco Drive, north 2° 40' east 114.94 feet to a concrete monument (passing a concrete monument at 27.02 feet); thence, on a curve to the right, having a radius of 50 feet and a central angle of 90°, a distance of 78.54 feet to a concrete monument, in the south right-of-way of Norris Avenue; thence, south 87° 20' east 184.3 feet to a point in the center line of another railroad track (passing a concrete monument at 159.3 feet); thence, with a center line of said spur track on a curve to the letf, having a radius of 478.34 feet, a distance of 291.15 feet to a point, thence, south 50° 0' west 25.0 feet to a concrete monument; thence, south 24° 59' west 25.0 feet to a point in the center line of the L. & N. Railroad spur; thence with the center line of said spur track north 65° 01' west 355.29 feet to the point of beginning, containing 63,762 square feet, more or less.

Being the same property conveyed to Jerry N. Gomer by deed from the Southwestern Company of record in Book 5043, page 764, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5980 PAGE 355

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
			70000.00-	CO
			50000.00-	MO
			100.00	CO TX
			40.00	MO TX
			.50	PRFEE
			5.00	WDEED
			CHECK	239.50-
6627A12/21/82			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 2 4 3 0

IDENTIF. REFERENCE

DEC 21 10 21 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 916858