This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED BOOK 5991 PAGE 264 Form No. WD - 4

FROM

Ezell Dickerson, Trustee

TO

H. Ray Jones and wife, Sharon T. Jones

For draftsman's use

THIS INSTRUMENT PREPARED BY:

Hunter Short
323 Union Street
Nashville, TN 37201
255-7496

file 21

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H. Ray Jones, et ux (NAME)	Same (NAME)	11
148 Lakeside Park Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 123
Hendersonville Tenn 37075 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	18785 10D-~~10790~~

(FOR REGISTER'S USE)

H 25496

IDENTIF. REFERENCE

JAN 11 11 23 AM '83

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

$ 28,500.00 H. Ray Jones
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF January 19 83.

Notary Public

MY COMMISSION EXPIRES: 10-19-86

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of

Twenty-eight Thousand Five Hundred and No/100 ($28,500.00) ---------- **DOLLARS**

of which $ 5,000.00 **has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees**

1. have given their note of even date in the amount of $5,000.00 payable to grantor as therein set out.

2. have given their note of even date in the amount of $18,500.00 payable to grantor as therein set out.

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,

I, Ezell Dickerson, with full power to sell, transfer, mortgage or convey without joinder of any beneficiary,

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

H. Ray Jones and wife, Sharon T. Jones,

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

(see attached)

01/11 105.10 CHECK

This is ( ) unimproved ( ) improved property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 Hunter Short 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 $ None 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 7th day of January 19 83.

H. Ray Jones

Sharon T. Jones

Ezell Dickerson, Trustee

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 Ezell Dickerson, Trustee, and H. Ray Jones and wife, Sharon T. Jones,

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 7th day of January, 19 83

Bettie Jane Walton, Notary Public.

Commission expires 10-19-86.

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 .....

TRACT NO. 1: A tract of land in the 2nd Civil District of Davidson County, Tennessee, shown on the plat of Will J. Wilson Property by Ragan-Smith and Associates, Inc., dated October 11, 1979, and revised October 29, 1979, and being more fully described as follows:

Beginning at an iron pin on the westerly margin of Baker Road at the common line of L. C. Crawford, et ux, and the property herein described, formerly Will J. Wilson, S 33° 45' W a distance of 87.45 feet to an iron pin near a sycamore stump on the south bank of a creek; thence S 89° 27' 48" W a distance of 183.75 feet to a 36-inch elm stump; thence S 64° 51' 52" W a distance of 177.41 feet to an 8-inch stump; thence S 50° 09' 43" W a distance of 195.11 feet to an angle point in a fence line; thence S 42° 33' 01" W a distance of 286.74 feet to a point near the northwesterly bank of a pond; thence S 63° 10' 27" W a distance of 95.18 feet to an angle in an old fence line; thence S 58° 14' 40" W a distance of 281.30 feet to an iron pin at the end of an old fence, being 7 feet north of an elm tree; thence S 55° 29' 15" W a distance of 636.14 feet to a fence corner; thence S 29° 25' 28" E a distance of 369.31 feet to an existing 1-inch steel pin by a fence post; thence S 49° 33' 39" W a distance of 100.8 feet to an iron pin set by an 18-inch persimmon tree; thence S 80° 29' 55" W a distance of 317.07 feet to a fence corner; thence S 79° 16' 48" W a distance of 249.86 feet to an existing iron pin at a fence corner; thence serving the lands of Wilson, N 29° 25' 28" W a distance of 390.0 feet to an iron pin in the boundary line of Tracts 1 and 2; thence N 57° 00' 36" E a distance of 2,113.54 feet to a common corner of Tracts 1 and 2; thence N 61° 10' 15" E a distance of 460.45 feet to an iron pin on the westerly margin of Baker Road; thence with said margin, S 8° 10' 23" E a distance of 44.06 feet to an iron pin; thence with a 442.99 feet radius curve to the left, a distance of 153.97 feet to the point of beginning and containing 16.2 acres, more or less, according to survey of Ragan-Smith and Associates, Inc., dated 10/11/79 and revised 10/29/79.

Being the same property conveyed to Ezell Dickerson, Trustee, with full power to sell, transfer, mortgage or convey without joinder of any beneficiary, by deed from Alma G. Wilson, a widow, of record in Book 5543, page 638, Register's Office for Davidson County, Tennessee.

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

RECEIVED OF _____

FOR _____ BOOK 5991 PAGE 267

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
			23500.00- CO	
			23500.00- MO	
			74.10 CO TX	
			21.60 MO TX	
			.50 PRFEE	
			5.00 WDEED	
			CHECK	105.10-
0463A01/11/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 5 4 9 6

IDENTIF. REFERENCE

JAN 11 11 23 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 920553