1605 01/17 129.50- CHECK

THIS INSTRUMENT WAS PREPARED BY
ALAN B. WRIGHT, ATTORNEY
18th FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

Installment Deed

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Robert H. Sowell	SAME	Map 42-12
(NAME:)	(NAME:)	
221 Shevel Drive		Par. 70.1
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, TN 37072		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

BOOK 5933 PAGE 697

FOR AND IN CONSIDERATION of the sum of Thirty-Five Thousand and 00/100---------- ($35,000.00) ---------- *Dollars, of which* Seven Thousand and 00/100 ($7,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Twenty-Eight Thousand and 00/100--- ($28,000.00) ---------- *Dollars,*

Robert H. Sowell *has executed*

his promissory note of even date herewith payable to Horace C. Pratt bearing interest at 10% per annum and payable in four equal, consecutive yearly installments

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, Horace C. Pratt *has* ~~XXX~~*this day bargained and sold, and do hereby transfer and convey unto the said* Robert H. Sowell *the Grantee herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Part of Lot No. 1 on the Map of the Division of the Gee Lands in Book 332, page 74, Register's Office for said County, and described according to a survey of Ray G. Cole, dated November 3, 1981, as follows:

BEGINNING on the easterly boundary line of the property conveyed to Leonard Davidson of record in Book 3166, page 549, at a point 133 feet south of the southerly margin of Williams Avenue; thence with Davidson's easterly boundary line South 17° 46' West 167 feet to an iron pin at the northwest corner of the Capitol Tool & Die Co., Inc., land of record in Book 5362, page 465; thence along Capitol's northerly boundary North 80° 59' West 112.16 feet to an iron pin at the southeast corner of the Davidson Property, of record in Book 4024, page 434; thence along Davidson's easterly boundary, North 16° 47' East 167 feet to an iron pin; thence South 80° 47' East 115 feet to the point of beginning.

ALSO CONVEYED herein is an easement for the use as a roadway and the right of ingress and egress of a 20 foot right of way extending north from the property in question to Williams Avenue.

Subject to a 20 foot easement for ingress and egress along the easterly boundary line of record in Book 3072, page 275, and Book 3075, page 577, Register's Office for Davidson County, Tennessee.

Subject to an easement granted to Tennessee Electric Power Company of record in Book 986, page 329, Register's Office for Davidson County, Tennessee, for cutting trees and keeping power lines on the property clean.

Subject to Reservation for the joint use of a Spring as contained in a Partition Deed of record in Book 350, page 168, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to HORACE C. PRATT, by DEED from SHARPCUT INC., a Tennessee Corporation of record in Book 5827, page 85, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 35,000.00

Subscribed and sworn to before me, this the 17th day of January 1983

Melanie A. Maxwell
Affiant

My commission expired

(Affix Seal)

B. Edwards - Dep. Reg.
Notary Public

unimproved ( )
This is improved (X) property, known as 217 Williams Avenue, Madison, 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 Grantees their (successors), 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 Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Alan B. Wright *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:*

unpaid principal balance

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 $.../....., 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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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

property, or the lien of this instrument, or appear in any suit 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.

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the.....day of....., 19.....

Virginia R. Pratt joins Horace C. Pratt in this conveyance to subject thereto any and all interest she has or may have in the property above described.

Anne C. Sowell joins Robert H. Sowell in this conveyance to subject thereto any and all interest she has or may have in the property above described.

HORACE C. PRATT

VIRGINIA R. PRATT

ROBERT H. SOWELL

ANNE C. SOWELL

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THOMAS A. MOSIER *, a Notary Public in and for said County and State,* H. C. Pratt - Virginia R. Pratt - Robert H. Sowell - Anne C. Sowell

the within named 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 Nashville *Tennessee, this* 07 *day of* December *, 19* 83

THOMAS A. MOSIER
Notary Public, State of Tn. at Large

Notary Public

Commission expires

Commission Expires 05-20-85

STATE OF.....

COUNTY OF.....

BOOK 5933 PAGE 700

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named 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 }

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.....

RUST ENGINEERING

H 2 6 4 2 0

IDENTIF. REFERENCE

JAN 17 12 55 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

Horace C. Pratt

TO

Robert H. Sowell

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

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

RECEIVED OF _____ BOOK 5993 PAGE 701

FOR _____

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
			35000.00-	CO
			26000.00-	MO
			91.00	CO TX
			26.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	123.50-
1605A01/17/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 6 4 2 0

IDENTIF. REFERENCE

JAN 17 12 55 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 921664