BOOK 5934 PAGE 716

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
H. J. STERRY, JR.

TO
JAMES DENNIS STERRY

For draftsman's use

This instrument prepared by
Gerald A. Burkett, Attorney
Suite 623, Box 118, Stahlman Bldg.
211 Union St.
Nashville, TN 37201-1582

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Dennis Sterry (NAME)	James Dennis Sterry (NAME)	9 - 10.2
8186 Jackman Rd. (STREET ADDRESS OR ROUTE NUMBER)	8186 Jackman Rd. (STREET ADDRESS)	
Joelton, TN 37080 (CITY) (STATE) (P. O. ZIP)	Joelton, TN 37080 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 26801

IDENTIF. REFERENCE

JAN 19 9 55 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

$ 40,000.00 James Dennis Sterry
Affiant

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

Charlotte Bailey
Notary Public

MY COMMISSION EXPIRES: 4-22-84
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty thousand and no/100 - - - - - DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to pay $3,000 on March 1, 1983, and $250 per month on the first day of each succeeding month thereafter at no interest until the principal balance is paid in full, as recited in a note executed by James Dennis Sterry and payable to H. J. Sterry, Jr.

The grantor, H. J. Sterry, Jr., hereby reserves a life estate in the said property, to the extent of having the privilege and right of occupying a portion of the basement of the existing dwelling on the said property, which portion is to be converted into two rooms of living area for the benefit of the said grantor. The note executed herewith 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,

H. J. Sterry, Jr., unmarried,

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

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

A TRACT OF LAND in the 14th Civil District of Davidson County, Tennessee, according to an unrecorded survey by Bob Cummins, Surveyor, Lic. No. 693, dated July 14, 1977, and being more particularly described as follows:

BEGINNING at a point on the northerly margin of Jackman Road, being the southwest corner of this tract and the southeast corner of a tract of land conveyed to Patricia Sterry Kimbrell by deed of record in Book ____, Page ____, Register's Office for Davidson County, Tennessee, being Tract#1 on the aforesaid survey; thence along the northerly margin of Jackman Road, N 71° 51' East 88.37 feet to a point; thence N 64° 49' East 99.96 feet to a point; thence N 58° 02' East 35.81 feet to a point, being the common corner of this tract and Tract #3 on the aforesaid survey; thence leaving Jackman Road, N 10° 39' East 172.08 feet to a point; thence N 57° 38' West 45.35 feet to a point; thence N 27° 52' East 403.82 feet to a point; thence N 67° 44' West 143.95 feet to a point; thence S 33° 05' West 269.73 feet to a point; thence S 28° 01' West 81.27 feet to a point; thence S 46° 45' West 116.60 feet to a point; thence S 3° 44' West 144.65 feet to a point; thence S 8° 22' East 173.48 feet to the point of beginning, containing 3.00 acres, more or less.

BEING the same property conveyed to H. J. Sterry, Jr. from Barbie Sterry by quitclaim deed of record in Book 5365, page 407, said Register's Office.

This is unimproved ( ) improved (X) property, known as 8186 (House Number) Jackman Road (Street), Joelton (P. O. Address), TN (City or Town) 37080 (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 seised 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 Gerald A. Burkett 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 or up to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ Insurable Value 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 19th day of January 19 83.

H J Sterry jr.

James Dennis Sterry

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named H. J. Sterry, Jr. and James Dennis Sterry .....

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 19th day of January, 19 83.

Charlotte Bailey, Notary Public.

Commission expires 4-22-84.

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 .....

6/1/87 THIS

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

RECEIVED OF BOOK 5934 PAGE 748

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
			40[illegible].00-	CO
			3900[illegible].00-	MO
			104.00	CO TX
			37.00	MO TX
			.50	PRFEE
			6.00	WDEED
				CHECK 147.50-
			206 01/15/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 26804

IDENTIF. REFERENCE

JAN 19 9 55 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 922103