This instrument was prepared by SMITH, PRINCE & TAKACS, Attorneys at Law, Suite 20, 315 West Main St. Hendersonville, TN 37075

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
JAMES HAROLD SPURLIN	Same	Map 25-8
(NAME)	(NAME)	
115 Harris Street		Parcel 25
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, TN 37072		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of TWENTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 ----------($28,700.00) Dollars together with interest on the outstanding principal balance at the rate of 9-3/4% per annum, in monthly installments as follows: On the first day of April, 1983, the sum of $246.58, and thereafter a like sum on the 1st day of each succeeding month for a total of 35 monthly installments each installment including principal and interest, with such installments being first applied to interest and the remainder to principal. The 36th payment due on March 1, 1986, shall consist of all principal and interest remaining unpaid by Borrower on this present obligation.

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, RUSSELL DAVIS and wife, LINDA DAVIS, Ind. and d/b/a R & L INVESTMENTS, a Tennessee partnership

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES HAROLD SPURLIN

~~XXXXXX~~ heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being the west part of Lot No. 9 and a small triangular out of the northwest corner of Lot No. 8 on the Map of J.W. Harris Subdivision of a part of the Clark Home Place, as of record in Book 547, page 45, Register's Office for said County, and described as follows:

BEGINNING at a point in the north margin of Harris Street, at the corner of Lots 9 and 10; thence with the line between said lots, northerly 274.6 feet to a point; thence easterly 103 feet to a point which is 3 feet east of the corner of Lots 8 and 9; thence southwesterly crossing the line of said lots, 257.2 feet more or less to the north margin of Harris Street, to a point 25 feet west of the corner of Lots 8 and 9; thence with the margin of Harris Street, westerly 75 feet to the point of beginning.

Being the same property conveyed to Russell Davis and wife, Linda Davis, Ind. & d/b/a R & L INVESTMENTS, a Tennessee partnership by deed from J.H. Spurlin and wife, Ina L. Spurlin of record in Book ____, page, _____, Register's Office for Davidson County, Tennessee and being filed simultaneously herewith.

STATE OF ~~TENNESSEE~~ TENNESSEE
COUNTY OF ~~XXXXXX~~ Sumner

The actual consideration or value whichever is greater, for this transfer is $40,000.00

Subscribed and sworn to before me, this the 27th day of February, 1983

James Harold Spurlin
Affiant

9/22/84
(Affix Seal)

Timothy G. Takacs
Notary Public

This is property situated known as 115 Harris Street, Goodlettsville, TN 37072
(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

JAMES HAROLD SPURLIN

~~XXXXXX~~ heirs and assigns, ~~XXXXXX~~ we covenant that we are lawfully seized and possessed of said real estate, have a good right to convey the same, the same is unencumbered, except as appears as public record. We further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said real estate to said JAMES HAROLD SPURLIN

~~XXXXXX~~ 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 JAMES HAROLD SPURLIN

hereinafter referred to as trustors, hereby transfer and convey unto Raymond G. Prince 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 $ 28,700.00 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 policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

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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.

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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* 28th *day of* February, 1983, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

RUSSELL DAVIS, Individually

LINDA DAVIS, Individually

R & L INVESTMENTS

BY: [signature] partner

James Harold Spurlin
JAMES HAROLD SPURLIN

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Sumner }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Russell Davis and wife, Linda Davis, Individually and d/b/a R & L INVESTMENTS, a Tennessee partnership and James Harold Spurlin

the within named bargainor....., 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 Hendersonville, *Tennessee, this* 28th *day of* FEBRUARY, *19*83

Timothy L Takacs
Notary Public

TIMOTHY L. TAKACS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 9/22/84

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ SUMNER

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* RUSSELL DAVIS, *with whom I am personally acquainted, and who, upon oath, acknowledged* Him *self to be* partner *of the* R & L INVESTMENTS, a Tennessee partnership, *the within named bargainor, a corporation, and that* he *as such* partner, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the* ~~CORPORATION~~ *by* Him *self as* such partner partnership

Witness my hand and seal, at office in Hendersonville, Tennessee *this* 28th *day of* February, *19*83

Timothy L Takacs
Notary Public

TIMOTHY L. TAKACS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 9/22/84

H 34081

INSTALLMENT DEED

FROM
RUSSELL DAVIS ET UX ET AL

TO
JAMES HAROLD SPURLIN

IDENTIF. REFERENCE

MAR 4 9 26 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

OFFICIAL RECEIPT

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

RECEIVED OF _____

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CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			40000.00-	CO
			28700.00-	MO
			104.00	CO TX
			26.70	MO TX
			.50	PRFEE
			6.00	TDEED
	VD		6.00-	TDEED
			6.00	WDEED
			CHECK	137.20-
		0839A03/04/83	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 34081

IDENTIF. REFERENCE T

MAR 4 9 26 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 932878