Prepared JAMES, KWOODARD
WESTMAIN
BOND 37075

Installment Deed

BOOK 6039 PAGE 746

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES E. TOMLIN, ET UX (NAME)	SAME (NAME)	Map 43-1
106 Elmore Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 50
Madison, TN 37115 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	11D 25610

FOR AND IN CONSIDERATION of the sum of Twelve Thousand Five Hundred and No/100------ ($12,500.00) ---------- *Dollars,*

of which no *Dollars, has been paid in cash,*

and for which sum the said James E. Tomlin and wife, Dorothy Ann Tomlin *have executed*

an Installment Deed Note in the amount of $12,500.00, bearing interest at the rate of 15.5% per annum, with monthly payments payable in the amount of $244.72 per month, payments credited first to interest and then to principal. The balance of said note may be paid in full at any time, with no penalty.

This is further secured by a lien on a 1959 Don A Bell Mobile Home, Serial No. 50 594 59.

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, EDDY C. BROWN and wife, JANICE BROWN

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES E. TOMLIN and wife, DOROTHY ANN TOMLIN

their *(successors), heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Land in the 11th Civil District of Davidson County, Tennessee, being Lot No. 1, Block "F" on the Map of East Lawn, of record in Book 547, Pages 153 and 154, Register's Office for Davidson County, Tennessee.

SAID Lot No. 1 fronts 50 feet on the south side of Elmore Street and runs back between parallel lines, along the easterly margin of Circle Drive, 120 feet to an alley.

Being the same property conveyed to Eddy C. Brown by deed from Charles C. Harris and wife, Barbara B. Harris, of record in Book 5993, Page 610, Register's Office for Davidson County, TN.

STATE OF TENNESSEE
COUNTY OF _____

The actual consideration or value whichever is greater, for this transfer is $ 12,500 =

Subscribed and sworn to before me, this the 18th day of ~~January~~ April 19 83

Eddy C. Brown (Affiant)

~~My commission expires~~ _____ (Affix Seal)

B. Edwards Dep. Reg ~~Notary Public~~

This is unimproved ( ) improved (X) property, known as 106 Elmore Avenue, Madison, Tennessee 37115
(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 E. Tomlin and wife, Dorothy Ann Tomlin 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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James E. Tomlin and wife, Dorothy Ann Tomlin *(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 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 E. Tomlin and wife, Dorothy Ann Tomlin *hereinafter referred to as trustors, hereby transfer and convey unto* J.K. WOODARD *, 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 $ insurable value *, 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 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.

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.

BOOK 6039 PAGE 747

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 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 14th day of January, 1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

James E. Tomlin 14th

Eddy C. Brown

Dorothy Ann Tomlin

Janice Brown

THIS INSTRUMENT WAS PREPARED BY:
J.K. Woodard, Attorney, 919 West Main St.
Hendersonville, TN 37075

STATE OF TENNESSEE
COUNTY OF Sumner

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Eddy C. Brown and wife, Janice Brown

the within named 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 Hendersonville, Tennessee, this 14th day of January, 1983.

J.K. Woodard
Notary Public

My Commission expires Jan 30 1984

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, James E. Tomlin and Dorothy Ann Tomlin, with within named barainors, with whom I am pesonally acquainted, and who acknowledge that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Madison, Tennessee, this 24 day of January, 1983.

Peggy T. Austin
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 21, 1984

RECORDED
APR 8 1983
AT 1:36 P.M.
REGISTER

IDENTIFICATION REFERENCE
4
2
3
6
2

RUSH

INSTALLMENT DEED

FROM

TO

TITLE INSURED BY POLICY NUMBER:

933 04/18 49.50- CASH

Title Associates, Inc.
Livery of Seizin

Compliments of
Title Associates, Inc.
REPRESENTING
USLIFE TITLE INSURANCE
Company of New York

OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 6039 PAGE 748

FOR _____

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

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

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			12500.00- CO	
			12500.00- MO	
			32.50 CO TX	
			10.50 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CASH	49.50-
			0933A04/18/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 42392

IDENTIF. REFERENCE

APR 18 1 36 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 942641