BOOK 6062 PAGE 931

This Form furnished by Attorneys Title Company, Inc.

05/25 50.70-

INSTALLMENT DEED Form No. WD-4

FROM

JOHN COOK etal

TO

GARRY J. JAMES, et ux

For draftsman's use

This instrument was prepared by Frank M. Newman, Atty., Donelson, TN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M/M Garry J. James (NAME)	same (NAME)	Map 98
4845 Shasta Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 154
Old Hickory, TN. 37138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	4D 14810

(FOR REGISTER'S USE)

H 49897

IDENTIF. REFERENCE

MAY 25 12 51 PM '83

FELIX E. WILSON II REGISTER DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICH EVER IS GREATER, FOR THIS TRANSFER IS

$ 17,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF May, 1983

Notary Public

MY COMMISSION EXPIRES: 7-26-86

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $17,000.00
Seventeen Thousand and no/100---------- DOLLARS

of which $ 7,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory note in the principal amount of Ten Thousand Dollars ($10,000.00) payable to the order of Frank M. Newman in thirty-six (36) monthly installments of Two Hundred Dollars ($200.00) each and a 37th and final monthly installment of Four Thousand Eight Hundred Ninety-two and forty-seven/100 Dollars ($4,892.47), each installment including principal and interest on the unpaid balance at the rate of 9% per anum.

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 expresly retained on the land herein conveyed,

We, John H. Cook, Charles Marvin Cook, Karl C. Limbaugh and James F. Limbaugh hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Garry J. James and wife, Judy A. James

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 4th Civil District of Davidson County, Tennessee and the 25th Civil District of Wilson County Tennessee, being Tract No. 4 on a survey by John M. Sullivan, Engineer, dated June 17, 1972, and described according to said survey as follows:

SAID Tract No. 4 begins at a point in the southerly margin of John Hagar Road, the common corner of Tracts No.3 and 4, and thence with said margin of said Road N.44°49'E.,303.39 feet to a point; thence N.47°45'E.,144.7 feet to the common corner of Tracts No.4 and 5; Thence with the line between said Tracts S.0°53'W., 994.8 feet to a point; thence N.89°07'W., 200 feet to a point; thence N.8°46'W., 698.1 feet to the beginning, and containing 5.25 acres, more or less.

BEING part of the same property conveyed to C. L. Cook and wife Vera Cook, by deed from B. E. Lane and wife as of record in Book 670, page 48, in the Register's Office for Davidson County, Tennessee, and by deed from B. E. Lane et ux, to C. L. Cook and wife, Vera Cook, as of record in Book 747, page 168, in the Register's Office for Davidson County, Tennessee, and by deed from Myrtle H. Carter to Vera B. Cook (Vera B. Cook and Vera Cook being one and the same person) as of record in Book 833, page 64, in the Register's Office for Davidson County, Tennessee, and by deed from Mrs. Myrtle H. Carter to Mrs. Vera B. Cook as of record in Book 982, page 162, in the Register's Office for Davidson County, Tennessee, and having passed by descent and distribution to the grantors as the heirs at law of the said C. L. Cook and wife, Vera B. Cook, both deceased.

This is unimproved (X) improved ( ) property, known as John Hagar Road (House Number) (Street) Mt. Julie, Tenn. 37122 P. O. Address: (City or Town) (Postal Zone)

This conveyance is made subject to the easement of the adjacent Tract No. 3 and Tract No. 2 for the use and maintenace of water meters and water lines already in existance .

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 Frank M. Newman 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 $ _____ 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 23rd day of May 19 83.

Judy A James — Garry J. James

William F. Limbaugh — John H. Cook

Karl C. Limbaugh — Charles Marvin Cook

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 John H. Cook, Charles Marvin Cook, Karl C. Limbaugh, James F. Limbaugh and Garry J. James and wife, Judy A. 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 23rd day of May, 19 83.

Margaret Gunselman Notary Public.

Commission expires 7-21-86.

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 _____.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

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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
			17000.00- CO	
			10000.00- MO	
			44.20 CO TX	
			8.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	58.70-
			0066A05/25/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 49897.

IDENTIF. REFERENCE

MAY 25 12 51 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 951471