This instrument was prepared by:
James M. Webb
P. O. Box 8216
Nashville, Tennessee 37207

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. Charles M. Barnes, et ux		60-16-2
(NAME:) 2817 Dickerson Road	(NAME:) Same	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37207	(STREET ADDRESS) BOOK 6162 PAGE 528	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($45,000.00) Forty-five thousand and No/100---------- *Dollars, of which* ($5,000.00) Five thousand and No/100---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ($40,000.00) Forty thousand and No/100 Dollars We, Charles M. Barnes and wife, Belva D. Barnes have executed one promissory note *Dollars, of* even date herewith in the principal amount of $40,000.00 payable to James Murray Webb in monthly installments of $440.44 each. Interest at the rate of 12% per annum is ~~XXXXXXXXX~~ included in the $440.44 monthly installments, and said installments are first to be applied to the interest with the remainder being applied to the principal. The first of these installments is to fall due on December 10, 1983, and on the 10th day of each succeeding month thereafter until this note is paid in full.* (This being a 20-year loan)

It is understood and agreed that a late charge may be imposed on any installment delinquent in excess of 15 days.

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, We, James Murray Webb and wife, Cynthia Ann Webb and Judith L. Haggard (formerly Judith L. Webb) *have this day bargained and sold, and do hereby transfer and convey unto the said* Charles M. Barnes and wife, Belva D. Barnes their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 7 on the Map showing a re-subdivision of a 26.25 acre tract composed of Lots 5 to 12, both inclusive and lots "A" and "B", etc., as shown on the plan of W. H. Dodd's Subdivision, of record in Book 161, page 16, Register's Office for said County.
Said Lot No. 7 fronts 85 feet on the easterly side of the Dickerson Road and runs back between parallel lines 250 feet to the westerly line of Lot No. 9.
Being the same property conveyed to James Murray Webb and wife, Judy Lyle Webb by deed from James A. Webb and wife, Mary Catherine Webb, of record in Book 4869, page 355, Register's Office for said County.
Being subject to sanitary sewer and/or storm drainage easement of record in Book 4102, page 504, Register's Office for Davidson County, Tennessee.

*It is understood and agreed that this note is non-transferrable without the prior written consent of the note holder who may at the time of any such proposed transfer re-negotiate the terms of the note in the light of the conditions prevailing at the time.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 45,000.00

Subscribed and sworn to before me, this the 7th day of October, 19 83

Affiant

My commission expires: 4/22/84 (Affix Seal)

Notary Public

This is unimproved (X) improved ( ) property, known as 2817 Dickerson Road, (House Number) (Street) Nashville, Tn. 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 Charles M. Barnes and wife, Belva D. Barnes 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* Charles M. Barnes and wife, Belva D. Barnes, 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 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 Charles M. Barnes and wife, Belva D. Barnes *hereinafter referred to as trustors, hereby transfer and convey unto* Joe B. Webb, *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 $ indebtedness *, 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.*

10/25 161.50- CHECK

7387

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 7th day of October, 19 83, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Attorney in fact — Charles M Barnes
Judith L. Haggard — Belva D. Barnes
formerly Judith L. Webb — Cynthia Ann Webb

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Margie DeMoss, a Notary Public in and for said County and State, Charles M. Barnes and wife, Belva D. Barnes and James Murray Webb and wife, Cynthia Ann Webb and Judith L. Haggard (formerly Judith L. Webb)

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 Nashville, Tennessee, this 7th day of October, 19 83

Margie DeMoss
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 ... 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 ...

RUSH

FEE $ 8.00
DAVIDSON COUNTY, TN
REGISTER
Dec 23 10 08 AM 83
TOGETHER WITH REFERENCE
H 8 1 9 7 4

INSTALLMENT DEED

FROM
James Murray Webb, et ux, etal

TO
Charles M. Barnes, et ux

Compliments of
WEBB REALTY COMPANY
914 NORTH FIRST STREET
NASHVILLE, TENNESSEE 37207
BOX 8044
PHONE 262-0713
NASHVILLE, TENNESSEE

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

RECEIVED OF _____

FOR _____

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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
			45000.00- CAMT.	
			40000.00- MAMT.	
			117.00 CSTAX	
			38.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	161.50-
		7387A	10/25/63 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H81974

IDENTIF. REFERENCE

Oct 25 8 08 AM '63

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 988374