OFFICIAL RECEIPT

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Huebert L. Wims, et ux

TO

Earl T. Graves, a single man

For draftsman's use

L. KENNETH JOHNSON, ATTORNEY
213 North Main Street
Goodlettsville, TN. 37072
859-6252

BOOK 6192 PAGE 917

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Earl T. Graves (NAME)	SAME (NAME)	11D-36310
904 No. Summerfield (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	MAP 42-2
Madison, Tn 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	PAR. 18

(FOR REGISTER'S USE)

H 91684

IDENTIF. REFERENCE

DEC 19 9 33 AM '83

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 106,500.00 — X Earl T. Graves Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF December, 1983

Notary Public

MY COMMISSION EXPIRES: 2-27-86

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED SIX THOUSAND, FIVE HUNDRED AND NO/100---------[$106,500.00]---------DOLLARS

of which $ 35,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, herein, has executed his promissory note of even date, herewith, payable to the order of Huebert L. Wims and wife, Marilyn S. Wims, in the amount of $71,500.00 [Seventy-One Thousand, Five Hundred and no/100 Dollars], payable, interest only, at the rate of 11-1/4%, for seven [7] years, with balance due in full seven [7] years from date. Said interest payments are due on the 15th day of each month. There will be no penalty for prepayment of said note and interest. It is expressly agreed that should any payment be as much as ten [10] days past due, that there is an agreed liquidation cost of 5% of the monthly payment. Any payment on principal will reduce payments to accrued interest only. This note is not assumable without the written consent of the mortgage holder, and written consent of mortgage holder is required in order to sell or transfer this property in any manner, and it may be declared due and payable in full upon failure to comply with this agreement 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 expressly retained on the land herein conveyed,

Huebert L. Wims and wife, Marilyn S. Wims,

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

Earl T. Graves, a single man,

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

LAND in Davidson County, Tennessee, being Lot No. 124 on Plat of Bonnie Brae, Section Six, of record in Book 4300, Page 21, Register's Office for said County.
SAID Lot fronts 102.92 feet on the northerly margin of Summerfield Drive cul-de-sac and extends back between lines 265.7 feet on the westerly line and 213.0 feet on the easterly line to a broken line in the rear on which it measures 292.7 feet.
BEING the same property conveyed to Huebert L. Wims and wife, Marilyn S. Wims, by deed from Charles B. Buchanan and wife, Bessie M. Buchanan, of record in Book 4710, Page 883, Register's Office for Davidson County, Tennessee.

THIS conveyance is made subject to restrictive covenants apparent and of record in Book 4376, Page 970, Register's Office Davidson County, Tennessee, and minimum building setback line from 120 foot to 100 foot by instrument of record in Book 4713, Page 751, Register's Office Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 904 North Summerfield, Madison, Tennessee, 37115
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

OFFICIAL RECEIPT

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 L. Kenneth Johnson 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 $ actual 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 12th day of December 19 83.

X Huebert L. Wims
HUEBERT L. WIMS

X Earl T. Graves
EARL T. GRAVES

X Marilyn S. Wims
MARILYN S. WIMS

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 Huebert L. Wims and wife, Marilyn S. Wims, and Earl T. Graves, a single man,

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 Goodlettsville Tennessee, this 12th day of December, 19 83.

Notary Public.

Commission expires 7-27-86.

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 .....

9094

12/13 352.90 CHECK

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

RECEIVED OF _____

FOR _____

BOOK 6192 PAGE 919

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

106500.00- CAMT.
71500.00- MAMT.
276.90 CSTAX
69.50 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 352.90-
9094A12/13/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H91684

IDENTIF. REFERENCE

DEC 19 9 33 AM '83

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

No. 999715