BOOK 6202 PAGE 515

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
RUTH J. PUGH

TO
R. L. FOWLER

For draftsman's use

This Instrument Was Prepared By
MORRIS LEVINE, Attorney-at-Law
1119 Stahlman Bldg., Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. L. Fowler (NAME)	Same (NAME)	87-16
Rt. 1, New Hope Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	4D-17305
Hermitage, TN 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 94222 IDENTIF. REFERENCE Dec 20 1 41 PM '83 FELIX E. WILSON, II REGISTER DAVIDSON COUNTY, TN PUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$40,500.00 R L Fowler
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF December, 1983

Trina R. Saunders
Notary Public

MY COMMISSION EXPIRES: 10-20-85

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty Thousand Five Hundred & 00/100 DOLLARS

of which $20,250.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note in the principal sum of $20,250.00, of even date herewith, which said note is payable to the order of Ruth J. Pugh. Said note provides for monthly payments of $ 327.08 each, including interest at the rate of 10.5% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $327.08 is due and payable on the 28th day of January, 1984, and thereafter on or before the 28th day of each succeeding month until full payment is made.

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,

Ruth J. Pugh, a widow,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto R. L. Fowler, an unmarried man,

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

A tract of land in the 4th Civil District of Davidson County, Tennessee, being part of Lot No. 8 on the Plan of the Lands of Moses T. Brooks, deceased, as of record in Minute Book "H", page 690, County Court for said County, and described partly according to a survey made by John Wilkes, Civil Engineer, April 8, 1937, as follows:

BEGINNING on the westerly margin of New Hope Road at the southeast corner of the property conveyed to Marshall C. Kemp and wife, by deed from Willie Hayes and wife, of record in Book 1169, page 29, Register's Office for said County; thence with said Kemp's southerly line westwardly 665 feet, more or less, to a point in the western boundary line of said Lot No. 8, being also the southwest corner of said Kemp's property; thence with the western boundary line of said Lot No. 8 southwardly 315 feet to a point; thence eastwardly 420 feet, more or less, to the southwest corner of the property conveyed to Charles C. Graves and wife, by deed from Jess O. Graves and wife, of record in Book 2092, page 271, and by deed of correction in Book 2135, page 245, said Register's Office; thence with said Graves' westerly line northwardly 70 feet; thence with said Graves' northerly line eastwardly 245 feet to the westerly margin of said New Hope Road; thence with same northwardly 245 feet to the beginning.

BEING the same property conveyed to James A. Pugh and wife, Ruth J. Pugh, by deed from Emerson D. Manning and wife, Mary K. Manning, of record in Book 3868, page 204, Register's Office for Davidson County, Tennessee; the said James A. Pugh having since died.

This is improved (XX) unimproved ( ) property, known as Route 1, New Hope Road, Hermitage, Tennessee 37076
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

The above described property is conveyed subject to a 50-foot right-of-way as set out in an instrument of record in Book 3578, page 156, said Register's Office.

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 Morris Levine 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 $insurable amt 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 28th day of December 19 83.

R L Fowler

Ruth J Pugh
by Ruth E Seward
Attorney In Fact

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 R. L. Fowler

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 28th day of December, 1983.

Trina R Scarlett
Notary Public

Commission expires 10/20/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ruth E. Seward, to me known to be the person who executed the foregoing instrument in behalf of Ruth J. Pugh, and acknowledged that she executed the same as the free act and deed of the said Ruth J. Pugh.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 19th day of December, 1983.

Trina R. Scarlett
Notary Public

My Commission Expires: 10/20/85.

12/23/83 check

348

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 6202 PAGE 517

RECEIVED OF _____

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
			40500.00- CAMT.	
			20250.00- MAMT.	
			105.30 CSTAX	
			18.20 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 130.00-	
		2348A	12/28/83 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 9 4 2 2 2

IDENTIF. REFERENCE

DEC 28 | 41 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 2879