Return to: A. Ralph Kelly
205 Cumberland Bldg.
Nashville, Tenn. 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Robin N. Cowell	Same	Map 84-8
(NAME) Apt. C-125, 1900 Bay Area Blvd.	(NAME) Same	Parcel 98
(STREET ADDRESS OR ROUTE NUMBER) Houston, Texas 77058	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6276 PAGE 815

FOR AND IN CONSIDERATION of the sum of SIXTY-SIX THOUSAND NINE HUNDRED FIFTY AND 40/100 ($66,950.40) *Dollars, of which* SEVEN THOUSAND AND NO/100 ($7,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* the undersigned Grantee, Robin N. Cowell, does hereby assume and agree to pay the balance owing on a note secured by a Deed of Trust executed by Gerald W. Wilburn and wife, Jane S. Wilburn to Albert William Johnson, Trustee for the benefit of Dobson & Johnson, Inc., of record in Book 3899, Page 421, Register's Office for Davidson County, Tennessee, said balance, including amounts paid thereon by the Grantors is computed to be $10,709.93; and for the balance of the purchase price amounting to $49,240.47 the undersigned, the Grantee has executed her installment note payable in 180 equal monthly installments of principal and interest at the rate of 7% per annum, the first such monthly installment being due and payable in the amount of $442.60 on the 10th day of July, 1983 and a like installment of principal and interest being due and payable on the 10th day of each succeeding month until said installment note is paid in full in accordance with its terms,

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, Elijah R. Harris and wife, Clara C. Harris *have this day bargained and sold, and do hereby transfer and convey unto the said* Robin N. Cowell, unmarried, and to her ~~XXXXXX~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 135 on the Plan of Lincoya Hills, Section 5, of record in Book 2330, Page 35, Register's Office for said County described as follows:

Commencing on the northerly margin of Windemere Circle, the common corner of Lots Nos. 136 and 135; thence westerly along the northerly margin of Windemere Circle a distance of 29.5 feet to a point; thence still along the northerly margin of Windemere Circle a distance of 134.48 feet; thence in an arc a distance of 32.50 feet to a point; thence northerly a distance of 74.8 feet to a point; thence northerly a distance of 55 feet to a point; thence easterly a distance of 126.8 feet to a point; thence southerly a distance of 133.2 feet to the point of beginning.

Being the same real property conveyed to Elijah R. Harris and wife, Clara C. Harris by deed of Clifford Brown Bennett and wife, Sally D. Bennett recorded April 5, 1983 in Book 6032, Page 415, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 66,950.40

Subscribed and sworn to before me, this the 12th day of July, 1983

E. Harris
Affiant

Judy M. Butler
Notary Public

My commission expires: 3/30/85

(Affix Seal)

This is improved (XX) unimproved ( ) property, known as 3033 Windemere Circle, Nashville, Tennessee 37214
(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 Robin N. Cowell, unmarried, and to her ~~XXXXXXX~~, *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 unincumbered.* , except for the Deed of Trust described above and 1983 Metropolitan Property Taxes

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robin N. Cowell, her ~~XXXXXXX~~ *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 Robin N. Cowell, unmarried *hereinafter referred to as trustors, hereby transfer and convey unto* J. C. Dale, Jr., *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 $, 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.

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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; if 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 anly 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.

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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.

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* 30th *day of* June, 1983, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Elijah R. Harris
ELIJAH R. HARRIS

Clara C. Harris
CLARA C. HARRIS

Robin N. Cowell
ROBIN N. COWELL

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M. Butler, *a Notary Public in and for said County and State,* Elijah R. Harris and wife, Clara C. Harris

*the within named bargainor*S, *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* 30th *day of* June, 1983

Judy M. Butler *Notary Public*

Commission expires 3/30/85

STATE OF TEXAS
COUNTY OF Harris

Personally appeared befcre me, Lauren Schneider, a Notary Public in and for said County and State ROBIN N. COWELL, UNMARRIED, the within named bargainor, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Houston, Texas this 7th day of July, 1983.

Lauren Schneider
Notary Public

My Commission Expires:

5-6-85

I 17448

IDENTIF. REFERENCE

APR 24 11 42 AM

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

From
ELIJAH R. HARRIS AND WIFE,
CLARA C. HARRIS

To
ROBIN N. COWELL, UNMARRIED

Published by
Pioneer National Title Insurance Company
A Tiror Corporation
311 8th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005 REVISED 1-75

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

RECEIVED OF _____ BOOK 6276 PAGE 817

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

68950.40- CAMT.
49240.47- MAMT.
174.20 COTAX
47.20 MSTAX
.50 PRFEE
6.00 MISC
CHECK 127.90-
0561A04/24/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 1 7 4 4 8

IDENTIF. REFERENCE

APR 24 11 42 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 30645