INSTALLMENT DEED

BOOK 6304 PAGE 381

Address New Owners:	Send Tax Bills to:	Map-Parcel Nos.
Ronald Thomas Sawyer 1022 Fairwin Avenue Nashville, Tennessee	Same	72-09 387.0 15DA 02790

STATE OF TENNESSEE
COUNTY OF Williamson

This Instrument Prepared By:
GORDON, BOTTORFF, SROUJI,
WATERS & HESS, P.C.
Attorneys at Law
Maryland Manor
5201 Maryland Way
Brentwood, Tennessee 37027
(615) 373-4242

I hereby swear or affirm that the actual consideration or true value of this transfer whichever is greater, is $48,500.00.

Ronald Thomas Sawyer
Affiant

Subscribed and sworn to before me this 31st day of May, 1984.

Dana B. Smith
Notary Public

My Commission Expires: 3/23/88

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FOR AND IN CONSIDERATION of the sum of Forty Eight Thousand Five Hundred Dollars ($48,500.00), of which Twelve Thousand One Hundred Twenty Five and no/100 ($12,125.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining THIRTY SIX THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 ($36,375.00) DOLLARS, RONALD THOMAS SAWYER, a single person, the Grantee herein, has executed his promissory note of even date herewith in the amount of THIRTY SIX THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS ($36,375.00), payable to the order of NETTIE OWEN, the Grantor herein, in installments of $375.00 per month including interest at twelve (12%) percent per annum on the unpaid principal balance, with the entire unpaid principal and interest due and payable July 15, 1986, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorneys fees, a vendor's lien is expressly retained by the Grantor on the property herein conveyed, NETTIE OWEN has this day bargained and sold, and does hereby transfer and convey unto the said RONALD THOMAS SAWYER, a single person, his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows, to-wit:

Being Lot No. 72 on the Map of Eskridge Subdivision of part of the W.B. Franklin property, as of record in Book 547, page 52, Register's Office for said County.

Said Lot No. 72 fronts 60 feet on the Southerly Side of Fairwin Avenue, and runs back between parallel lines, 175 feet to a dead line.

Being the same property conveyed to Carl Owen and wife, Nettie Owen, by deed from J.D. Dorris and wife, Rosetta Dorris, of record in Book 910,

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page 180, Register's Office, Davidson County, Tennessee. (The said Carl Owen being deceased.)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title, and interest thereto belonging to the said RONALD THOMAS SAWYER, his heirs and assigns, forever. Nettie Owen does covenant with Ronald Thomas Sawyer, that she is lawfully seized and possessed of said land in fee simple, that she has a good right to convey it, and same is unencumbered.

Nettie Owen further covenants and binds herself, her heirs and assigns, to warrant and forever defend the title to said real estate to said Grantee, his 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 as it matures, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said RONALD THOMAS SAWYER, hereinafter referred to as the trustor, hereby transfers and conveys unto Edward F. Gordon, 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:

Trustor agrees 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 said property, 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.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, to the holder of said indebtedness 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 trustor upon demand 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 six percent (6%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

NOW, if trustor shall pay the indebtedness, taxes and insurance 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, taxes or insurance, or any installment thereof, or interest thereon, is not paid promptly when due, or if, failing to keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustor fails 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, and all other rights of redemption prior to or following foreclosure, statutory or otherwise, including, but not limited to rights set forth in T.C.A. §66-8-101, 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.

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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

WITNESS our hands this 31st day of May, 1984.

Ronald Thomas Sawyer
RONALD THOMAS SAWYER

Nettie Owen
by Thomas I. Bottorff Attorney-in-fact
NETTIE OWEN
By Thomas I. Bottorff, Attorney in Fact

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, Dana B. Smith, a Notary Public of said County, Ronald Thomas Sawyer, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 31st day of May, 1984.

Dana B. Smith
Notary Public

My Commission expires: 3/23/88

STATE OF TENNESSEE
COUNTY OF Williamson

On this 31st day of May, 1984, before me personally appeared Thomas I. Bottorff, to me known to be the person who executed the foregoing instrument in behalf of Nettie Owen, acknowledged that he executed the same as the free act and deed of said Nettie Owen.

Witness my hand, at office, this 31st day of May, 1984.

Dana B. Smith
Notary Public

My Commission expires: 3/23/88

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IDENTIF. REFERENCE

MAY 31 4 04 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6304 PAGE 386

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			46500.00- CAMT.	
			36375.00- MAMT.	
			126.10 CSTAX	
			34.40 MSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 176.00-	
1079A	05/31/84		PAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 25829

IDENTIF. REFERENCE

MAY 31 4 04 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0040482