PREPARED BY: William T. Bozeman
Attorney At Law
344 4th Avenue Nort
Nashville, TN 3721

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Robert Allen McCoy, Sr., and wife, Geneva Ruth McCoy (NAME)	-SAME- (NAME)	43-1-5
106 Amqui Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	43-1-6
Madison, Tennessee 37115 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6359 PAGE 518

FOR AND IN CONSIDERATION of the sum of Thirty Thousand and no/100---------- ($30,000.00)---------- *Dollars, of which* Three Thousand and no/100---------- ($3,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder.* Twenty Seven Thousand and no/100 ($27,000.00) ---------- *Dollars,*

Robert Allen McCoy, Sr., and wife, Geneva Ruth McCoy have executed one promissory note of even date herewith in the original principal amount of $27,000.00, payable to the order of Howard R. Winn and W. Buford Winn in 119 consecutive monthly installments of $284.37, each and a final monthly installment of $23,694.27, with the first monthly installment being due on September 1, 1984, and each installment thereafter being due on the first day of each succeeding month until the entire sum, including principal and interest at the rate of 12% per annum is paid in full,

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, Howard R. Winn and W. Buford Winn (herein referred to as grantors)

have this day bargained and sold, and do hereby transfer and convey unto the said Robert Allen McCoy, Sr., and wife, Geneva Ruth McCoy (herein referred to as grantees), their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED "EXHIBIT A"

This conveyance is subject to 1984 taxes, and a 5 foot easement upon the property conveyed to H. Powell Winn by deed of record in Book 3253, page 393, in the rear of the property on the easterly line adjacent to the westerly wall of a barn on the property of Elston W. Youngblood and wife, for the purpose of going upon the Winn property while making any necessary repairs on or carrying out any maintenance on said barn, so long as the said barn exists.

Nina Mapes Winn, wife of Howard R. Winn, and Maxine Wilkerson Winn, wife of W. Buford Winn join in this instrument for the purpose of conveying any interest they may have in said property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 30,000.00

Subscribed and sworn to before me, this the 11th day of August 19 84

Robert Allen McCoy Sr.
Affiant

My commission expires: 4/17/88 (Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as 106 and 108 Amqui Road, Madison, Tennessee 37115
(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 Robert Allen McCoy, Sr., and wife, Geneva Ruth McCoy

(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* Robert Allen McCoy, Sr., and wife, Geneva Ruth McCoy, 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 Robert Allen McCoy, Sr., and wife, Geneva Ruth McCoy

hereinafter referred to as trustors, hereby transfer and convey unto William T. Bozeman *, 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 $ 27,000.00 *, 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.*

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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

X *Witness* our *hand* s *this* 6 *day of* Aug. *19* 84, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Robert Allen McCoy Sr.
ROBERT ALLEN McCOY, SR.

Howard R. Winn
X HOWARD R. WINN

Geneva Ruth McCoy
GENEVA RUTH McCOY

Nina Mapes Winn
X NINA MAPES WINN

W. Buford Winn
W. BUFORD WINN

Maxine Wilkerson Winn
MAXINE WILKERSON WINN

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* Robert Allen McCoy, Sr., and wife, Geneva Ruth McCoy

the bargainor s *, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *, this* 11th *day of* August *, 19* 84.

My commission expires 4/17/88 *Notary Public* _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____ *, a Notary Public of the State and County aforesaid, personally appeared* _____ *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* _____ *to be the* _____ *and* _____ *respectively of* _____ *, the within named bargainor, a corporation, and that* _____ *as such* _____ *and* _____ *, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____ *as* _____.

Witness my hand and seal, at office in _____ *, this* _____ *day of* _____ *, 19*____.

_____ *Notary Public*

Commission expires _____

INSTALLMENT DEED

FROM

TO

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named W. Buford Winn and wife, Maxine Wilkerson Winn, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at MEMPHIS, TN., this 6TH day of AUGUST, 1984.

NOTARY PUBLIC

My Commission Expires: 3-15-87

* *

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Howard R. Winn and wife, Nina Mapes Winn, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at MEMPHIS, TENN., this 6TH day of AUGUST, 1984.

NOTARY PUBLIC

My Commission Expires: 3-15-87

"EXHIBIT A" BOOK 6359 PAGE 521

TRACT I:

Land in Davidson County, Tennessee, being the southwesterly part of Lot No. 30 on the Maps of Bransford Realty Company's Amqui Subdivision, of record in Book 421, pages 38 and 39, Register's Office for said County, described in accordance with a survey made April 29, 1961, by Clyde D. Anderson, Surveyor, as follows:

Beginning at a point 462 feet south from the southerly margin of Campbell Rd. being a common corner of Lots Nos. 29 and 30 in said plan; thence south 86° 08' east 47.8 feet to a point; thence north 3° 30' east 232 feet to a point; thence north 86° 08' west 48.9 feet to a point; thence south 2° 58' west 231 feet to the beginning.

Being the same property conveyed to W. Buford Winn by deed from H. Powell Winn and wife, Mary P. Winn of record in Book 3338, page 441, Register's Office for Davidson County, Tennessee.

TRACT II:

Land in Davidson County, Tennessee, being the southeasterly part of Lot No. 30 on the Maps of Bransford Realty Company's Amqui Subdivision, of record in Book 421, pages 38 and 39, Register's Office for said County, described in accordance with a survey made April 29, 1961, by Clyde D. Anderson, Surveyor, as follows:

Beginning at a point 466 feet south from the southerly margin of Campbell Road, being a common corner of Lots No. 30 and 31, in said plan; thence 86° 08' west 47.8 feet to a point; thence north 3° 30' west 232 feet to a point; thence north 86° 08' east 48.9 feet to a point; thence south 2° 58' east 233 feet to the beginning.

Being the same property conveyed to Howard R. Winn by deed from H. Powell Winn and wife, Mary P. Winn of record in Book 3338, page 439, Register's Office for Davidson County, Tennessee.

RUSH
IDENTIF. REFERENCE
AUG 15 8 38 AM '84
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN
I 4 3 0 1 4
2169 - 08/15 11:50 - CHECK

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6359 PAGE 522

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
			30000.00- CAMT.	
			27000.00- MAMT.	
			76.50 CSTAX	
			25.00 MSTAX	
			.50 PRFEE	
			12.00 MDEED	
			CHECK	115.50-
			2169A08/15/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1430114

IDENTIF. REFERENCE

AUG 15 8 38 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0060952