This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Darce F. Sullivan and wife, Johnnye B. Sullivan

TO James H. Sullivan and Joe D. Gower

For draftsman's use

Mail
H. E. Collins, Attorney
802-51st Avenue, North
Nashville, Tennessee 37209

BOOK 6375 PAGE 737

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James H. Sullivan and Joe D. Gower (NAME)	Same (NAME)	Map 79 -30 KS
5900 Cockrill Bend Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

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IDENTIF. REFERENCE

SEP 7 12 24 PM '84

FILED & RECORDED BY REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 415,000.00 James H. Sullivan
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30 DAY OF August 1984

Notary Public

MY COMMISSION EXPIRES: 4-1-

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Four Hundred Fifteen Thousand & 00/100 DOLLARS

of which $ 65,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this date executed their joint promissory note in the amount of $350,000.00 payable to Darce F. Sullivan and wife, Johnnye B. Sullivan, said note bears interest at the rate of 12% per annum, with the principal payable and due on or before five years and the interest payable monthly on the unpaid balance with the first payment due October 1, 1984 and a like interest payment on the same day of each succeeding month for a total of 59 payments and the 60th payment shall include interest and the balance of the unpaid principal, unless holder agrees to extend and/or renegotiate the terms, interest and duration of time for the payment of the principal balance.

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,

Darce F. Sullivan and wife, Johnnye B. Sullivan

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James H. Sullivan and Joe D. Gower

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

Beginning at a concrete right of way marker on the north right of way of Cockrill Bend Industrial Road, said marker being stationed 13 + 38.68 of said road; thence with said north right of way S 85° 35' west 23 feet to an iron pin; thence N 11° 24' E 330 feet to an iron pin; thence N 78° 36' E 355.89 feet to a point on the west right of way of proposed Annex Avenue at Station 33 + 09.74 of said Avenue; thence with said West right of way of said Avenue S. 12° 47' E. 24.56 feet to a concrete right of way marker; thence with a curve to the right 515.16 feet to the point of beginning, said curve having a chord bearing S. 36° 01' W., a distance of 454.4 feet; a radius of 300.0 feet; and a central angle of 98° 28' 54".

Being a part of the same property conveyed to Darce F. Sullivan and wife, Johnny B. Sullivan by deed from the State of Tennessee as of record in Book 4684, page 554, R.O.D.C., Tennessee.

Vivian Joan Sullivan, wife of James H. Sullivan, and Joy D. Gower, wife of Joe D. Gower, join in this conveyance for the express purpose of consenting to the hereinabove transaction, waiving any interest therein but assume no personal responsibility for the payment of the indebtedness.

09/07 1:33.50- CHECK

This is unimproved ( ) improved XX property, known as 5900 Cockrill Bend Road -- Nashville, Tennessee 37209
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 H.E. Collins 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 $ _____ 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 30TH day of AUGUST 19 84

D.F. Darce F Sullivan — Vivian Joan Sullivan

J.H. Johnnye B Sullivan — Joe D. Gower

James H. Sullivan — Joy B Gower

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 Darce F. Sullivan and wife, Johnnye B. Sullivan, James H. Sullivan, Vivian Joan Sullivan, Joe D. Gower and Joy D. Gower the 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 Nashville Tennessee, this 30TH day of AUGUST, 1984.

Harold E. Collins Notary Public

H. E. COLLINS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Commission expires 4-30-86

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, (or proved to me on the basis of satisfactory evidence), 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 _____

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6375 PAGE 739

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
			415000.00-	CAMT.
			350000.00-	MAMT.
			1079.00	CSTAX
			348.00	MSTAX
			.50	PRFEE
			6.00	WDEED
				CHECK 1433.50-
8560A	09/07/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

SEP 7 12 24 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0067137