RE-RECORD

DEED OF CORRECTION

BOOK 6707 PAGE 966

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

JAMES ALLEN DEMOSS, ET UX

TO

JAMES LARRY DEMOSS, ET UX

For draftsman's use

This Instrument Prepared by:
Harold E. Collins, Attorney
4800 Charlotte Avenue
Nashville, Tennessee 37209

BOOK 6552 PAGE 93

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Larry DeMoss, et ux (NAME)	SAME (NAME)	Map 101
6760 Gower Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parc. 85
Nashville, TN 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

38353

IDENTIFICATION REFERENCE

SEP 23 8 47 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 36,000.00 Susan Wray DeMoss
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF Sept 1985

Notary Public

MY COMMISSION EXPIRES: 4-20-88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-Six Thousand Dollars ($36,000.00) **DOLLARS**

of which $ 2,000.00 **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 $34,000.00 payable to James Allen DeMoss and wife, Zora Florence DeMoss, in 108 monthly installments of $408.21 each which includes interest at the rate of 6% per annum. The first payment due and payable the 1ST day of OCTOBER 1985 and a like payment on the same day of each succeeding month thereafter until paid in full. Said payments to be applied first to interest and then to principal.

This instrument re-recorded for the express purpose of revealing the date which James Larry DeMoss and wife, Susan Wray DeMoss executed same being September 23, 1985.

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,

We, James Allen DeMoss and wife, Zora Florence DeMoss

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James Larry DeMoss and wife, Susan Wray DeMoss

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 8th formerly 12th Civil District of Davidson County, Tennessee, described according to a survey S. H. Hutchison, Surveyor, November 21, 1953, as follows:

Beginning at a point in the center of the Gower School Road 47 feet east from the Southeast corner of the 54 acre tract of land conveyed to Thomas R. Carlton and wife, by deed from Charles Sullivan and wife, of record in Book 2134, page 310, said Register's Office; thence Northwestwardly 565 feet more or less, to the Southern boundary line of the Will Young Tract; thence with the Southern boundary line of said Young Tract, N. 48 Degrees 30' E. 200 feet to the North west corner of the Frank Sullivan's tract 12.5 acre; thence with the Western boundary line of said Frank Sullivan's tract south 40 Degrees 30' East 565 feet to the center of said road; thence with the center of said road, South 53 Degrees West 200 feet to the Beginning.

Being the same property conveyed to James Allen DeMoss and wife, Zora Florence DeMoss by deed from R. E. Hibdon, an unmarried man as of record in Book 2749, Page 55 R.O.D.C. Tennessee.

Easement for right-of-way of Gower School Road lying within boundaries of premises as herein described. Easement in Deed in Book 2346, Page 170 said register's office. 1985 Property Taxes prorated and assumed by buyers.

This is unimproved ( ) improved (X) **property, known as** 6760 Gower 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 $ 34,000.00 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.

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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 13th day of Sept 19 85.

James Allen DeMoss

James Larry DeMoss

Zora Florence DeMoss

Susan Wray DeMoss

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 James Allen DeMoss, Zora Florence DeMoss 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 13th day of Sept, 19 85.

Notary Public

Commission expires 4-20-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared James Larry DeMoss and wife, Susan Wray DeMoss with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained

RE-RECORD 5246 IDENTIFICATION Nov 13 8 51 AM '85 FELIX Z. WILSON REGISTER DAVIDSON COUNTY, TN RUSH

Witness my hand and seal, at office in Nashville, this 13 day of Sept, 19 85.

Notary Public

Commission expires 4-20-86