INSTALLMENT DEED BOOK 6840 PAGE 867

For and in Consideration of the sum of FORTY-THREE THOUSAND AND NO/100 ($43,000.00)---------- Dollars,

of which ONE HUNDRED AND NO/100 ($100.00)---------- Dollars,

has been paid in cash by JOE E. BOWERS AND WIFE, MARTHA ANN BOWERS

the receipt of which is hereby acknowledged, and for the remainder FORTY-TWO THOUSAND NINE HUNDRED AND NO/100 ($42,900.00)---------- Dollars,

the said JOE E. BOWERS AND MARTHA ANN BOWERS ha ve

expressly assumed the responsibility for two existing obligations as follows, (1) Wachovia Mortgage Company in the amount of $3,613.48 and (2) CIT Financial Services in the amount of $22,521.26; and the execution of a Promissory Note of even date herewith in the amount of $16,600.00, payable at the rate of $500.00 per month until paid in full, which Note bears interest at the rate of 11% per annum;

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed. Jean W. Shaw has

~~have~~ this day bargained and sold, and ~~do~~ does hereby transfer and convey unto the said

Joe E. Bowers and Martha Ann Bowers, their heirs and assigns,

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

Being Lot No. 29 on the Map of the Resubdivision of Certain Lots in Oak Hill Subdivision No. 1, as of record in Book 547, Page 52, Register's Office for said County.

Said Lot No. 29 fronts 83 feet on the easterly side of Cadillac Avenue and runs back between parallel lines, 300 feet to a dead line.

Being the same property conveyed to Jean W. Shaw by Quit-Claim Deed from H. Kenneth Shaw, Annette Michie Watson Shaw and Lowell Kenneth Shaw of record in Book 5675, Page 285, Register's Office for Davidson County, Tennessee.

Jean W. Shaw is an unmarried person.

This is unimproved ( ) improved (X) property, known as 4412 Cadillac Drive, Nashville, TN 37204
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Joe E. Bowers and wife, Martha Ann Bowers, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered., except as herein-above noted.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Joe E. Bowers and wife, Martha Ann Bowers, 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 Joe E. Bowers and wife, Martha Ann Bowers

do hereby transfer and convey unto Lucien Dale, 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 Joe E. Bowers and wife, Martha Ann Bowers 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 the insurable value 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 Joe E. Bowers and wife, Martha Ann Bowers 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 trust 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 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 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 Joe E. Bowers and wife, Martha Ann Bowers, their 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 Lucien Dale, Trustee, shall be vested in said successor.

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.

BOOK 6840 PAGE 869

IN WITNESS WHEREOF, we, the said Jean W. Shaw and Joe E. Bowers and wife, Martha Ann Bowers hereunto set our hands at Nashville, Tennessee, this the 24th day of April 19 86

Jean W. Shaw

Jean W. Shaw

Joe E. Bowers

Joe E. Bowers

Martha Ann Bowers

Martha Ann Bowers

STATE OF TENNESSEE

DAVIDSON **County**

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named Jean W. Shaw, Joe E. Bowers and wife, Martha Ann Bowers

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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 24th day of April 19 86

Lucien Dale, Notary Public

Commission Expires 6-1-1987

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for 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 himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

BOOK 6840 PAGE 870

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for 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 himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

RUSH

95594

TENNESSEE REFERENCE

APR 29 9 35 AM '86

FELIX Z. WISSNER, REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
JEAN W. SHAW

TO
JOE E. BOWERS AND WIFE, MARTHA ANN BOWERS

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOE E. BOWERS, ET UX	SAME	Map 132
(NAME)	(NAME)	
4412 Cadillac Drive		Parcel 09-91
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37204		OH-07812
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
P. O. Box 2868
Nashville, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 43,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 24th DAY OF April, 19 86

Notary Public

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6840 PAGE 871

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

43000.00- CAMT.
16600.00- MAMT.
111.80 CSTAX
14.60 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 138.90-
7944A04/29/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95594

IDENTIFICATION REFERENCE

APR 29 9 35 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 241911