Filed 23

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD-4

FROM

HOUSTON T. EZELL AND WIFE,

MYRTLE EZELL

TO

DOUGLAS E. SANDERS

For draftsman's use

Tom G. Coleman, Jr., Attorney
COLEMAN REAL ESTATE CLOSING SERVICE, INC.
9000 E. Church Street
Brentwood, TN 37027

BOOK 7017 PAGE 70

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Douglas E. Sanders (NAME)	Houston T. Ezell (NAME)	Map 135
9000 E. Church Street (STREET ADDRESS OR ROUTE NUMBER)	9000 E. Church Street (STREET ADDRESS)	Par. 163
Brentwood, TN 37027 (CITY) (STATE) (P. O. ZIP)	Brentwood, TN 37027 (CITY) (STATE) (ZIP)	2D-45860

(FOR REGISTER'S USE)

55507

IDENTIFICATION REFERENCE

Oct 23 9 37 AM '86

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

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

$38,000.00 Houston T. Ezell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18 DAY OF September 1986.

Carolyn Spence
Notary Public

MY COMMISSION EXPIRES: 9-11-88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Eight Thousand and No/100---------- ($38,000.00)---------- DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note of even date herewith in the principal sum of $37,000.00, payable to the order of Houston T. Ezell. Said note is payable on or before six (6) years after date, plus interest, interest being at the rate of 10% per annum on the unpaid principal sum. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

**This instrument is conveyed subject to any easements, deeds of trust and restrictions of record and to all applicable local government planning, building and zoning regulations. This instrument was prepared from information furnished by Houston T. Ezell. Myrtle Ezell, wife of Houston T. Ezell, joins in this conveyance for the purpose of conveying any marital rights she may have in the herein described property. Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

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 expresely retained on the land herein conveyed,

HOUSTON T. EZELL and wife, MYRTLE EZELL,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

DOUGLAS E. SANDERS, a 1/4th undivided interest

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

Land in the Second Civil District of Davidson County, Tennessee, being on the north side of Smith Springs Road and being a 44.45 acre tract according to a survey by Southern Land and Associates, Inc., dated July 7, 1978, and more fully described as follows:

Beginning in the southeast corner of the land herein described and said corner being the southwest corner of property conveyed to Charles C. Brewer and wife, Evelyn M. Brewer, by deed from Robert H. Rollins, Sr. and wife, Elese Rollins as of record in Deed Book 5701, page 28, Register's Office for Davidson County, Tennessee; thence S 79° 09' 15" W 380.0 feet to an iron pin; thence continuing with the northerly margin of Smith Springs Road S 79° 00'00" W 310.0 feet to an iron pin; thence S 86° 47' 50" W 95.39 feet to an iron pin; thence continuing also in the northerly margin of Smith Springs Road N 85 ° 09' 22" W 418.00 feet to an iron pin; thence N 4° 20' 32" E 1591.94 feet to an iron pin; thence S 79° 53' 10" E 488.61 feet to an iron pin; thence S 87° 38' 18" E 96.65 feet to an iron pin; thence N 6° 48' 21" E 401.69 feet to an iron pin; thence S 84° 15' 14" E 553.98 feet to an iron pin which is also a 48 inch sweetgum; thence S 4° 04' 31" W 1697.71 feet to the point of beginning.

Being the same property conveyed to Houston T. Ezell by deed from Century III Apartments, a Tennessee Limited Partnership of record in Book 6195, page 304, Register's Office for Davidson County, Tennessee.

**

Subject to statutory rights of redemption.

This is unimproved (X) improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

721

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 seised 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 Tom G. Coleman, Jr. 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 $ full value of improvements 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 part 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, 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 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:

*Subject to statutory right of redemption

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 18 day of September 19 86.

Douglas E. Sanders
DOUGLAS E. SANDERS

Houston T. Ezell
HOUSTON T. EZELL

Myrtle Ezell
MYRTLE EZELL

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Williamson }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Houston T. Ezell and wife, Myrtle Ezell, and Douglas E. Sanders the bargainor.S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at Brentwood, Tennessee, this 21st day of October, 1986.

Carolyn Dezimore
Notary Public.

Commission expires 9-11-88

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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, 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 7017 PAGE 72

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
			38000.00- CA1T,	
			37000.00- MA1T,	
			106.40 CGTAX	
			35.00 MGTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 147.90-	
			721 A 10/23/86 SAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

55507.

IDENTIFICATION REFERENCE

OCT 23 9 37 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 03379