FROM

Loyd Potts and wife, Janie

Carol Potts

TO

James E. Jones and wife,
Judith R. Jones

For draftsman's use

This Instrument prepared by:

Matthew B. Pilcher, Jr.
808 Broadway, Suite 200
Nashville, TN 37203
(615) 254-3765

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILL TO:	MAP-PARCEL NUMBERS
James E. Jones (NAME)	Same (NAME)	Map 47
3930 Baxter Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 95
Nashville, TN 37216 (CITY) (STATE) (P O ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

62707.

IDENTIFICATION REFERENCE

SEP 4 1:23 PM '87

DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00 Amt Joyce Potts

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF February 1985.

Notary Public

MY COMMISSION EXPIRES: [illegible]

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE

For the consideration of $35,000.00, to be paid under an agreement for Deed, the above named grantors have agreed to convey the improved property described in the attached agreement to the above named grantees.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes $35,475.00."

CHECK

AGREEMENT FOR DEED

This Agreement is made this 15th day of February, A.D. 1985, by and between Loyd Potts and wife, Janie Carol Potts of Davidson County, Tennessee, hereinafter called Sellers, and James E. Jones and wife, Judith R. Jones, hereinafter called Buyers, witnesseth:

That if the said Buyers shall make the payments and perform the promises mentioned on their part in this Agreement, the Sellers agree to convey to the Buyers all rights, title and interest of the Seller by Deed, the land and improvements situauted in the County of Davidson, and State of Tennessee, known and hereby described as follows:

> Land in the 13th, formerly 25th Civil District of Davidson County, Tennessee, or the headwaters of Sulphur and Bull Run Creeks, an original plan being of record in Book 161, page 117, Register's Office for said County, being known as part of Tract 9 of the Dr. E. E. Brown farm, formerly the Governor Roberts property, and shown on a copy of a survey by Ralph W. C. Lambert dated June 3, 1967 and revised September 12, 1967 as follows:
>
> Beginning at a point in the westerly margin of Old Hickory Boulevard corner post in the fence line of the Hallie Smith property, thence with said fence line north 59° west 162 feet to a fence post; thence north 25° 30' west 26 feet to a gate post; thence north 70° 45' west 1,337 feet to a stake in fence; thence north 22° east 83 feet to a fence post, corner to John A. Widener; thence south 70° 45' east 1,520 feet to a fence corner post in the westerly margin of Old Hickory Boulevard; thence with the margin of Old Hickory Boulevard south 22° west 123 feet to the point of beginning, containing 3.00 acres, more or less.
>
> Being property conveyed to Loyd Potts and wife, Janie Carol Potts by deed from William C. Martin and wife, Annice G. Martin, of record in Book 4646, Page 484, Register's Office for Davidson County, Tennessee.

The Buyers hereby agree to pay to the Sellers at the address of the Sellers, 5173 Eaton's Creek Road, Nashville, Tennessee, 37218, or at such other place as the holder may designate in writing, the sum of $35,476.00 to be paid as follows: $1.00 cash in hand, the receipt of which is hereby acknowledged, and the balance of $35,475.00, to be paid in 360 monthly installments of $362.00 each, the first installment to become due and payable on or before the 1st day of March, 1985, and subsequent installment to become due and payable on or before the 1st day of each succeeding month until the entire indebtedness is paid, with interest to maturity at the rate of 11.89 per cent per annum (which is a monthly rate of 0.9911%).

The Buyers agree to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land subsequent to the year 1984.

In case of the failure of the Buyers to make any of the payments designated, or any part thereof, or failure to perform any of the covenants on their part, for a period of ten days or more, this contract shall be forfeited and terminated, and the Buyers shall forfeit all payments made by them on this contract, and such payments shall be retained by the Sellers in full satisfaction and in liquidation of all damages by them sustained; and the Sellers shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor. Notice to quit and of forfeiture ara each hereby waived.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, _____, a Notary Public in and for said County and State, Loyd Potts and wife, Janice Carol Potts the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within named instrument for the purpose therein contained.

Witness my hand and official seal at _____, Tennessee, this 15th day of ~~February~~, 1985.

_____
NOTARY PUBLIC

My Commission Expires:

June 27, 1988

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, William Bracken Ingram, a Notary Public in and for said County and State, James E. Jones and wife, Judith R. Jones, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within named instrument for the purpose therein contained.

Witness my hand and official seal at Nashville TN, Tennessee, this 15th day of February, 1985.

William Bracken Ingram
NOTARY PUBLIC

My Commission Expires:

_____

IT IS AGREED that the Buyers shall have the privilege at any time of paying in advance the unpaid balance under this contract, together with interest, taxes and other assessments that may be due, and procuring a deed from the Sellers.

IT IS FURTHER AGREED by the parties that no assignment or transfer of this contract or the rights thereunder of the Buyers shall be valid and binding as against the Sellers, unless the Sellers shall consent in writing to such or assignment or transfer.

IT IS MUTUALLY AGREED by and between the parties that the time of payment shall be an essential part of this contract. All convenants and agreements contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties. Further, in the event any payment is more than 10 days, Buyer agrees to pay a late charge of 10% of the amount of the payment.

IT IS FURTHER AGREED that if there is any default in the contract on the part of the Buyer, and after referral to an attorney not a salaried employee of the Seller, that the Buyer will pay to the Seller any reasonable attorney's fees incurred.

IT IS FURTHER AGREED that the Buyer shall insure and keep insured all improvements now on the land, and which may be placed on it, against loss by reason of fire, lightning, windstorm and other hazards insured against by an extended coverage endorsement, and such other casualty or contingency, including war, a state of war or armed conflict, as may at any time hereafter be reasonably designated by the seller, all of which insurance shall be written in amounts and by insurance companies satisfactory to the Seller; and the Buyer shall pay the premiums on all such insurance and deliver the policies, renewals and renewal receipts to the Seller. All policies and renewals shall contain standard mortgage clauses with or without full contribution as the Seller shall require, and in such form as shall be satisfactory to the Seller by which any loss or damage under the policies shall be payable to the Seller as it's interest may appear. Renewal policies and renewal receipts shall be delivered at least ten days before expiration of current policies. Upon forfeiture under this agreement or other acquisition of the premises or any part thereto by Seller, all policies shall become the absolute property of Seller. In the event of failure of Buyer to insure the premises as provided or in the event of the failure of the Buyer to deliver the policies of insurance, or true copies, to the Seller, the Seller shall insure the premises in companies of its choosing and the premium expense incurred by the Seller shall be paid by the Buyer.

The effective date of this Agreement is: February 15th, 1985.

James E. Jones — James E. Jones — Judith B. Jones — BUYER

Judith B. Jones — James E. Jones — Judith B. Jones — BUYER

Loyd F. Potts — Loyd F. Potts — SELLER

Janie Potts — Janie Potts — SELLER

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7345 PAGE 303

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			35000.00-	CAMT.
			35475.00-	MAMT.
			98.00	CSTAX
			33.50	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	144.00-
9655A	09/04/87		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

627072

IDENTIFICATION REFERENCE

SEP 4 10 20 AM '87

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 13399