The amount for Tennessee Recording Taxes are $14,000.00

BOOK 7557 PAGE 552

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

David R. Wade, III

TO

Harvey Coombs, et ux

For draftsman's use

This Instrument prepared by:

Richard R. Hedgepath, Attorney
4800 Charlotte Avenue
Nashville, Tennessee 37209

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Harvey Coombs, et ux (NAME)	Same (NAME)	Map 22
3826 Whites Creek Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 168 Jd
Nashville, TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

3513.9.

IDENTIFICATION REFERENCE

MAY 31 1 33 PM '88

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

$ 14,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 25 DAY OF Jan, 1988.

Notary Public

MY COMMISSION EXPIRES: 11-1-89

(AFFIX SEAL)

NOTARY PUBLIC TENNESSEE DAVIDSON COUNTY

FOR AND IN CONSIDERATION OF the sum of Fourteen Thousand and No/100 ($14,000.00) DOLLARS of which $ None 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 executed their joint primissory note in the principal amount of $14,000.00 payable to David R. Wade, III, payable in 180 monthly installments, of $150.44 each which includes interest at the rate of 10% per annum. The first payment is due the 1st day of JANUARY, 1988 and a like payment on the same day of each succeeding month thereafter until paid in full and said payments to be applied first to interest and the remainder to principal.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $14,000."

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 expresaly retained on the land herein conveyed,

~~I, David R. Wade, III~~

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

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

BEGINNING at a concrete monument in the south margin of a 50 foot right-of-way known as Swindle Road, the same being the northeast corner of a tract heretofore conveyed to Northern by deed of record in Book 6662, page 964, Register's Office for Davidson County, Tennessee; thence, with Northern's west line, south 41° 17' 32" east 275.34 feet to an iron pin in Burton's north line; thence, with Burton's line, south 52° 15' 15" west 416.92 feet to an iron pin in the east line of a tract heretofore conveyed to Swindle by deed of record in Book 6632, page 287, said Register's Office; thence, with Swindle's lines, north 19° 52' 56" west 19.69 feet to an iron pin; north 38° 59' 11" west 123.84 feet to an iron pin and north 87° 57' 28" west 118.91 feet to an iron pin in the south margin of said road; thence, with the margin of said road around a curve to the left having a delta of 5° 43' and a radius of 583.96 feet to a concrete monument; north 21° 35' 18" east 51.59 feet to a concrete monument; around a curve to the right having a delta of 35° 46' 31" and a radius of 207.36 feet to a concrete monument; and north 57° 21' 59" east 268.72 feet to the beginning, containing 2.80 acres, more or less, according to survey by M & K, Inc.

BEING a part of the same property conveyed to David R. Wade, III, by deed from John Williams, Trustee, of record in Book 6632, page 284, Register's Office for Davidson County, Tennessee.

Barbara K. Wade, wife of grantor, joins in this conveyance for the express purpose of conveying any and all right, title and interest she has in and to the above property by being married to the said grantor.

This conveyance is subject to a 20 foot drainage easement across the length of the south line of the above described property and parallel with and adjacent to Burton's north line. This conveyance is subject to the following deed restrictions incorporated herein: 1. All dwellings to have completed exteriors, including water, overflows, septic tank, electricity, underpinning being completely covered from dwelling to grade; 2. No vehicles of any kind on said property, except with current year licenses. 3. No trailers or modular homes.

This is improved (X) unimproved ( ) property, known as Swindle Road, Nashville, Tennessee 37207
(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 R. R. Hedgepath 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 $ None 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 25th day of January 19 88.

David R. Wade III
David R. Wade, III

Barbara K. Wade
Barbara K. Wade

Harvey Coombs
Harvey Coombs

Gina Coombs
Gina Coombs

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 David R. Wade, III, Barbara K. Wade, Harvey Coombs and Gina Coombs 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, Tennessee, this 25 day of Jan., 1988.

Jaye Jackson Notary Public

NOTARY PUBLIC DAVIDSON CO.

Commission expires 11-12-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

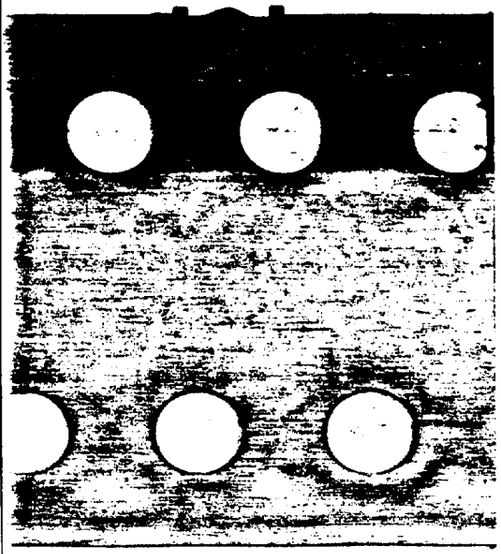
Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, 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 _____.

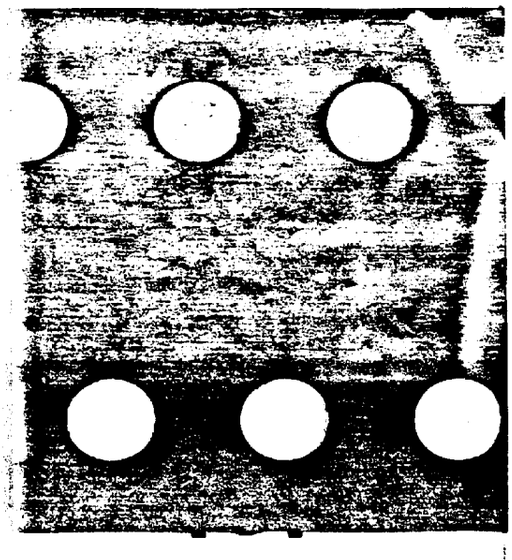
Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

2561 03/31/0101 03CHECK 57.70





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7557 PAGE 554

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

CAMT 14000.00
MAMT 14000.00
CON TX 39.20
MOR TX 12.00
PRFEE 0.50
~~MFEE 6.00~~
~~TOTAL 57.70~~
CHECK 57.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/31/88 01 13:36 0001 2561

35 I 39

IDENTIFICATION REFERENCE

MAY 31 1 33 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 96691