BOOK 7595 PAGE 405

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
JAMES I. CALDWELL, III and
DAVID R. WADE, III

TO
CHARLES SIMS and wife,
MARGARET D. SIMS

For draftsman's use

Prepared by:
Richard R. Hedgepath, Attorney
4800 Charlotte Avenue
Nashville, TN 37209

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles Sims, et ux (NAME)	Same (NAME)	Map 4
3436 Jerrold Blvd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 32 Jd
Brunswick, OH 44212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

4781.3

IDENTIF. REFERENCE

JUL 11 9 52 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 20,000.00 Charles Sims
Affiant Charles Sims

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF July, 1988

Joyce Jones
Notary Public

MY COMMISSION EXPIRES: 11-12-89

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Thousand and NO/100 ($20,000.00) DOLLARS

of which $ 12,000.00 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 executed their joint promissory note payable to David R. Wade, III and wife, Barbara Wade in the sum of $8,000.00 payable monthly commencing in July 15, 1988, in installments of $276.00 including interest at 10%.

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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,

James I. Caldwell, III and David R. Wade, III

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Charles Sims and wife, Margaret D. Sims

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

SEE ATTACHED EXHIBIT "A"

The grantees agree to accept and abide by the restricted covenants and maintenance agreement for Cougar Cove Homeowners Association, not as yet of record in the Register's Office.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 8,000.00."

The grantors, Caldwell and Wade, agree to have water piped in a two-inch line, into the subject property, however, they will not maintain it, does not include a water tap.

This is unimproved ( ) improved ( ) property, known as _____ (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 represenatives, 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 $ 8,000.00 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 expresaly 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 fifth (5th) day of July, 19 88

James I. Caldwell
JAMES I. CALDWELL, III

Charles Sims
CHARLES SIMS

David R. Wade III
DAVID R. WADE, III

Margaret D. Sims
MARGARET D. SIMS

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 I. Caldwell, III, David R. Wade, III, Charles Sims and Margaret D. Sims

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 5th day of July, 1988.

Joyce Jordan Notary Public

NOTARY PUBLIC JOYCE JORDAN 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 _____

The above described tract is benefited by a 50 foot wide easement for the purpose of ingress and egress between said tract and Coopertown Road and being more particularly described as follows:

BEGINNING at an iron pin at the intersection of the southerly right-of-way (25 feet from the centerline) of Coopertown Road with the westerly boundary line of property owned by Marie Sloan, of record in Deed Book 6842, page 844, Register's Office for Davidson County, Tennessee, said pin being westerly approximately 1375 feet along said right-of-way from its intersection with Whites Creek Pike; thence, leaving said right-of-way with said westerly boundary line, South 0 deg. 44' 00" West 780.29 feet to an iron pin at said Sloan's southwest corner; thence, severing the property of James I. Caldwell, III and David R. Wade, III, of record in Deed Book 7473, page 663, said Register's Office, as follows: North 89 deg. 39' 40" West 13.24 feet, South 27 deg. 33' 00" West 543.79 feet to the beginning of a curve concave to the Northwest and having a radius of 308.52 feet; thence, with said curve, an arc distance of 209.23 feet through a central angle of 38 deg. 51' 20" to the point of tangency, South 66 deg. 24' 20" West 110.59 feet to the beginning of a curve concave to the Southeast and having a radius of 176.45 feet; thence, with said curve, an arc distance of 114.13 feet through a central angle of 37 degrees 03' 40" to the beginning of a turn-in curve to a cul-de-sac concave to the East and having a radius of 50.00 feet; thence, with said turn-in curve, an arc distance of 36.14 feet through a central angle of 41 deg. 24' 40" to the beginning of a cul-de-sac turn around curve concave to the North and having a radius of 50.00 feet; thence, with said turn around curve, an arc distance of 229.35 feet to the beginning of a turn-in curve leaving said cul-de-sac concave to the Northwest and having a radius of 50.00 feet; thence, with said turn-in curve, an arc distance of 36.14 feet through a central angle of 41 deg. 24' 40" to the beginning of a curve concave to the Southeast and having a radius of 226.45 feet; thence, with said curve, an arc distance of 146.48 feet through a central angle of 37 deg. 03' 40" to the point of tangency, North 66 deg. 24' 20" East 110.59 feet to the beginning of a curve concave to the Northwest and having a radius of 258.52 feet; thence, with said curve, an arc distance of 175.32 feet through a central angle of 38 deg. 51' 20" to the point of tangency, North 27 deg. 33' 00" East 382.81 feet to the beginning of a curve concave to the West and having a radius of 748.48 feet; thence, continuing to sever said Caldwell and Wade property with said curve and continuing with the easterly boundary line of property owned by Donald Dickerson, of record in Deed Book 7271, page 681, said Register's Office, an arc distance of 350.30 feet through a central angle of 26 deg. 49' 00" to an iron pin at the point of tangency; thence, with the easterly boundary line of Hargrove Subdivision, of record in Plat Book 6050, page 317, said Register's Office, North 0 deg. 44' 00" East 572.24 feet to a concrete monument in said southerly right-of-way of Coopertown Road; thence, with said right-of-way, South 79 deg. 44' 00" East 50.70 feet to the BEGINNING.

BEING the same property conveyed to James I. Caldwell, III and David R. Wade, III by deed from
of recordin Book 7473, page 663, R.O.D.C., Tennessee.

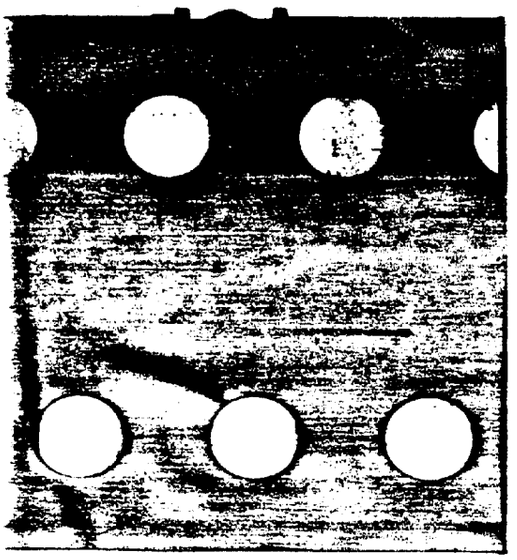
The grantees, Caldwell & Wade, agree to have water piped in a two inch line into the subject property.

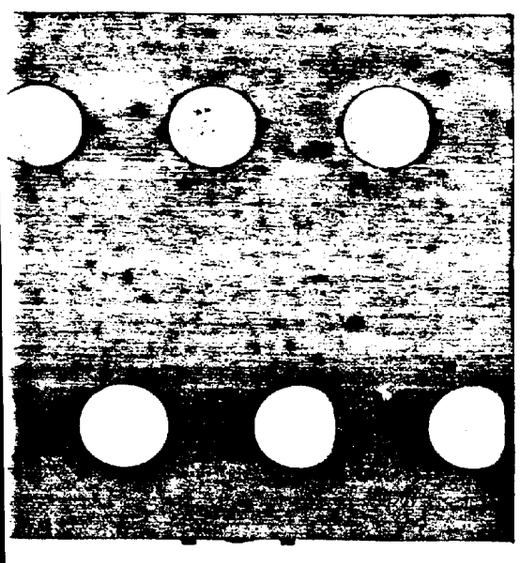
Land in Davidson County, Tennessee, being Tract 8 on the Plan of the James I. Caldwell, III and David R. Wade, III property, not of record, prepared by Joe M Cummings dated March 17, 1988, more particularly described as follows:

To find the POINT OF BEGINNING, start at the intersection of the southerly right-of-way (25 feet from the centerline) of Coopertown Road with the westerly boundary line of property owned by Marie Sloan, of record in Deed Book 6842, page 844, Register's Office for Davidson County, Tennessee, said intersection being westerly approximately 1375 feet along said right-of-way from Whites Creek Pike; thence, with said Sloan's westerly boundary line, South 0 deg. 44' 00" West 780.29 feet to an iron pin in the boundary line of property owned by James I. Caldwell, III and David R. Wade, III, of record in Deed Book 7473, page 663, said Register's Office; thence, severing said Caldwell and Wade property as follows: North 89 deg. 39' 40" West 13.24 feet to an iron pin, South 27 deg. 33' 00" West 543.79 feet to the beginning of a curve concave to the Northwest and having a radius of 308.52 feet; thence, continuing to sever said Caldwell and Wade property with said curve, an arc distance of 209.23 feet to the point of tangency; thence, continuing to sever said Caldwell and Wade property, South 66 deg. 24' 20" West, 110.59 feet to the beginning of a curve concave to the Southeast and having a radius of 176.45 feet; thence, continuing to sever said Caldwell and Wade property with said curve, an arc distance of 60.97 feet to an iron pin, the POINT OF BEGINNING; thence, continuing to sever said Caldwell and Wade property, South 43 deg. 23' 20" East 822.71 feet to an iron pin in the northerly boundary line of property owned by Vernon L. Lain, of record in Deed Book 5098, page 435, said Register's Office; thence, with said northerly boundary line as follows, South 75 deg. 59' 00" West 429.93 feet to an iron pin, South 87 deg. 10' 00" West 112.06 feet to the intersection of two drains; thence, again severing said Caldwell and Wade property, North 11 deg. 12' 20" West 582.43 feet to an iron pin; thence, continuing to sever said Caldwell and Wade property with a curve concave to the Northwest and having a radius of 50.00 feet, northeasterly an arc distance of 79.29 feet to an iron pin at the beginning of a curve concave to the East and having a radius of 50.00 feet; thence, continuing to sever said Caldwell and Wade property with said curve, northeasterly an arc distance of 36.14 feet to the beginning of a curve concave to the Southeast and having a radius of 176.45 feet; thence, continuing to sever said Caldwell and Wade property with said curve, northeasterly an arc distance of 53.16 feet to the beginning containing 5.12 acres.

Being part of the same property conveyed to James I. Caldwell, III and David Wade, III by deed from Jay Gilpen, Bud Stedman and wife, Georgia Stedman, of record in Book 7473, page 663, Register's Office for Davidson County, Tennessee.

The above-described tract is subject to a 30 foot wide Right-of-Way and Easement for the benefit of the Tennessee Gas Pipeline Company severing the southeasterly portion of said tract with existing high pressure gas pipeline number 100-1 and being described in Deed Book 1181, page 462, said Register's Office.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7595 PAGE 409

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 20000.00
				MAMT 8000.00
				CON TX 66.00
				MOR TX 6.90
				PRFEE 0.50
				WDEED 12.00
				TOTAL 85.40
				CHECK 85.40

07/11/88 01 09:53 0001 5341

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

47.8 1:3

IDENTIFICATION REFERENCE

Jul 11 9 52 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 111186