INSTALLMENT DEED

BOOK 7978 PAGE 404

For and in Consideration of the sum of Fifteen Thousand and No/100 ---------- ($15,000.00) ---------- Dollars,

of which Two Hundred and No/100 ----- ($200.00) ---------- Dollars,

has been paid in cash by Thomas Alvin Bozman and wife, Ocea Jean Bozman,

the receipt of which is hereby acknowledged, and for the remainder ~~of Fourteen~~ Thousand Eight Hundred and No/100 ($14,800.00) ---------- Dollars,

the said Thomas Alvin Bozman and wife, Ocea Jean Bozman, ha ve executed a promissory note of even date herewith, payable to the order of R.J. Bozman and wife, Maxine T. Bozman, in the principal amount of $14,800.00, without interest, in 74 consecutive monthly installments of $200.00 each, beginning December 1, 1989, and threafter a like amount on the 1st day of each succeeding month until paid in full,

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $14,800.00"

~~all of said notes bearing six per cent interest from date~~, and providing for payment of attorney's fees, and to secure the payment of said notes, principal ~~and interest~~, and attorney fees, a lien is expressly retained on the land herein conveyed, R.J. Bozman and wife, Maxine T. Bozman,

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas Alvin Bozman and wife, Ocea Jean Bozman, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 13 on the Inglewood Terrace, Block "D" of record in Book 1130, page 1, Register's Office for said county.

Said Lot No. 13 fronts 68 feet 9 inches on the southeasterly side of Inglewood Circle North and runs back between parallel lines 150 feet to a dead line.

Being the same property conveyed to R.J. Bozman and wife, Maxine T. Bozman, by deed from D.W. McMackin, Substitute Trustee, of record in Book 7966, page 791, Register's Office, Davidson County, Tennessee.

80058

IDENTIF. TREFERENCE

Nov 7 12 01 PM '89

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY TN.

2041 11/07 0101 03CHECK 77.22

This is ( ) unimproved (X) improved property, known as 3816 Inglewood Circle, Nashville, TN 37216
(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 Thomas Alvin Bozman and wife, Ocea Jean Bozman, 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Thomas Alvin Bozman and wife, Ocea Jean Bozman, 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 in hand paid, we, the said Thomas Alvin Bozman and wife, Ocea Jean Bozman,

do hereby transfer and convey unto D.W. McMackin, 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 Thomas Alvin Bozman and wife, Ocea Jean Bozman,

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 $ 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 interst 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 Thomas Alvin Bozman and wife, Ocea Jean Bozman, 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, 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 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 Thomas Alvin Bozman and wife, Ocea Jean Bozman, 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 D.W. McMackin, 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.

IN WITNESS WHEREOF, we, the said R.J. Bozman and wife, Maxine T. Bozman and Thomas Alvin Bozman and wife, Ocea Jean Bozman, have hereunto set our hands at Nashville, Tennessee, this the 1st day of November 1989.

x R.J. Bozman
R.J. Bozman

x Maxine T. Bozman
Maxine T. Bozman

x Thomas Alvin Bozman
Thomas Alvin Bozman

x Ocea Jean Bozman
Ocea Jean Bozman

BOOK 7978 PAGE 406

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named R.J. Bozman and wife, Maxine T. Bozman, and Thomas Alvin Bozman and wife, Ocea Jean Bozman, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this day of November, 1989.

x Nancy C. Shields, Notary Public.

Commission Expires x 11-21-92

NOTARY PUBLIC

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

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

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
R. J. Bozman and wife,

Maxine T. Bozman
TO
Thomas Alvin Bozman and wife, Ocea Jean Bozman

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

BOOK 7978 PAGE 407

TOOLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas Alvin Bozman (NAME)	Same (NAME)	72-04-139
6101 Nolensville Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	15DZ33365
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

D.W. McMackin
McMackin, Garfinkle, McLemore & Walker
P.O. Box 2758
Nashville, TN 37219-2758

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

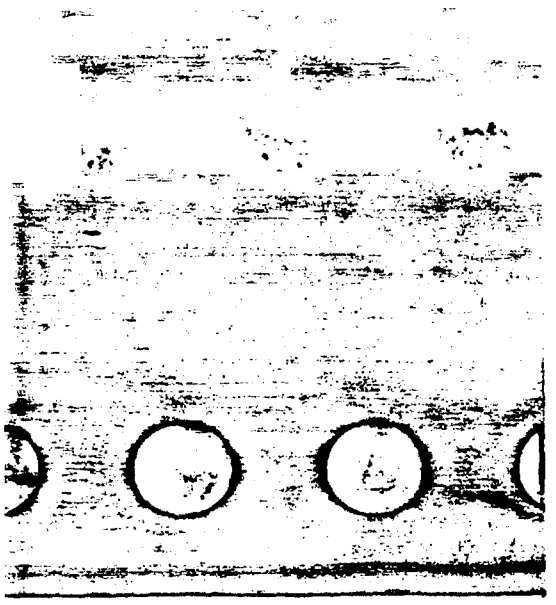
$ 15,000.00 * Thomas Alvin Bozman
Affiant

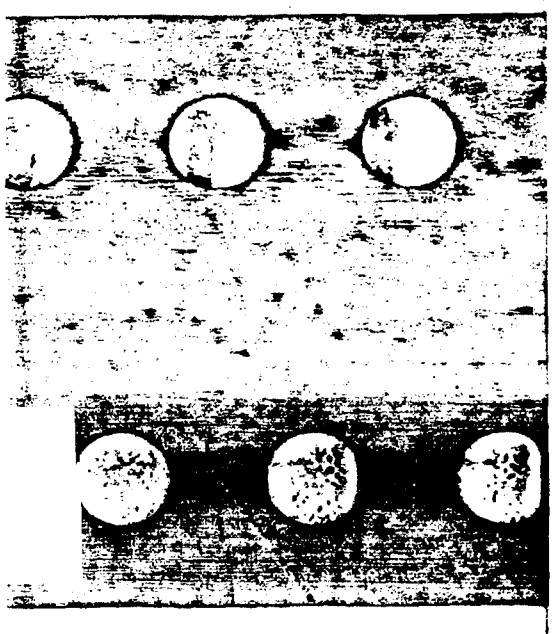
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE * 6th DAY OF November, 1989.

* Nancy A. Shields
Notary Public

MY COMMISSION EXPIRES: * 11-21-92

(AFFIX SEAL)





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7978 PAGE 408

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 15000.00
MAMT 14800.00
CON TX 49.50
MOR TX 14.72
PRFEE 1.00
WDEED 12.00
TOTAL 77.22
CHECK 77.22

11/07/89 01 12:01 0001 2041

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

80058

IDENTIF. TREFERENCE

Nov 7 12 01 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 264911