This Instrument was Prepared by:
Grayson Smith Cannon
CANNON, CANNON, DEAS & KLEIN
116 North Main Street
P. O. Box 749
Goodlettsville, TN 37070-0749
(615) 859-6160

INSTALLMENT DEED

Address New Owner(s):	Send Tax Bills To:	Map-Parcel Number: Part of
Shane Ferguson	Same	Map 17
5703 Lickton Pike		Parcel 146
Goodlettsville, TN 37072		

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 12,000.00 .

Shane Ferguson
AFFIANT

Sworn to and subscribed before me this the 21st day of August, 1992.

Robert R. Gachenath
NOTARY PUBLIC

My Commission Expires: 22 May 1993

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 12,000.00 .

FOR AND IN CONSIDERATION of the sum of Twelve Thousand and no/100 ($12,000.00) Dollars, of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder of which the said grantee has executed his installment deed note of even date herewith in the amount of $12,000.00 payable to Lucille Cuffman in annual installments of $2,000.00 each at no interest, each of said installments being due and payable on or before the first day of June of each year beginning 1992, until said principal is paid in full. Privilege is further reserved of paying the entire balance without prepayment penalty 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, LUCILLE CUFFMAN, hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto SHANE FERGUSON, a single person, herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

BEING a tract of land in the 11th Councilmanic District of Davidson County, Tennessee and more accurately described according to a survey dated 04/01/92 by Tommy E. Walker, Tn. Lic. No. 1465 as follows:

Beginning at a set iron pin, said pin being the most southwesterly corner of the herein described tract in the north line of Prentice Mayes (DB 7997, page 222, Register's Office for Davidson County, Tennessee) and located S 58 degrees 59 minutes 01 seconds E 361.70 feet

and S 74 degrees 18 minutes 48 seconds E 203.87 feet from the northwest corner of said Mayes in the easterly margin of Lickton Pike; thence N 08 degrees 30 minutes 28 seconds E 307.56 feet to a set iron pin in a fence line; thence with said fence S 80 degrees 49 minutes 27 seconds E 129.84 feet to an 8 inch Cedar tree; thence with said fence S 84 degrees 45 minutes 15 seconds E 567.57 feet to an existing iron pin, common corner to said Mayes; thence with said Mayes S 13 degrees 29 minutes 15 seconds W 296.22 feet to an existing iron pin; thence S 88 degrees 55 minutes 20 seconds W 439.35 feet to an existing iron pin; thence N 74 degrees 18 minutes 48 seconds W 239.43 feet to the point of beginning containing 5.01 acres more or less.

Ingress, Egress and Private Utility Easement

The southerly 20 feet of the remaining Cuffman property is reserved for an ingress, egress and private utility easement serving the above-described property. Said easement described as follows:

Beginning at the most southwesterly corner of said Cuffman (DB 5144, page 948, Register's Office for Davidson County, Tennessee) common corner to said Mayes in the easterly margin of Lickton Pike; thence with said margin of Lickton Pike N 26 degrees 36 minutes 00 seconds E 20.06 feet to a point; thence S 58 degrees 59 minutes 01 seconds E 360.56 feet to a point; thence S 74 degrees 18 minutes 48 seconds E 198.66 feet to a point in the west line of the above-described 5.01 acre tract; thence S 08 degrees 30 minutes 248 seconds W 20.16 feet to an existing iron pin, said pin being the most southwesterly corner of the 5.01 acre tract; thence N 74 degrees 18 minutes 48 seconds W 203.87 feet to a point; thence N 58 degrees 59 minutes 01 seconds W 361.70 feet to the point of beginning. Said easement contains 0.26 acres, more or less.

BEING a portion of the same property conveyed to I. B. Cuffman, et ux. in Book 5154, page 948, Register's Office for Davidson County, Tennessee, the said I. B. Cuffman, Jr. since having deceased.

This is unimproved property, known as Lickton Pike, Goodlettsville, TN 37072.

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 Grayson Smith Cannon, Trustee, her 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 $_____ 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,

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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 of 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:

BOOK 8765 PAGE 848

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 out hands this the 21st day of August, 1992.

Lucille Cuffman
LUCILLE CUFFMAN

Shane Ferguson
SHANE FERGUSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Robert R. Galbreath, a Notary Public in and for said County and State, the within named LUCILLE CUFFMAN, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville Tennessee, this 21st day of August, 1992.

Robert R. Galbreath
NOTARY PUBLIC

My Commission Expires: 22 May 1993

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Robert R. Galbreath, a Notary Public in and for said County and State, the within named SHANE FERGUSON, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville Tennessee, this 21st day of August, 1992.

Robert R. Galbreath
NOTARY PUBLIC

My Commission Expires: 22 May 1993

5 7 7 4 4

IDENTIFICATION REFERENCE

OCT 26 8 33 AM '92

JOHN A. WILKES REGISTER
DAVIDSON COUNTY, TN

PICK-UP



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

RECEIVED OF _____

FOR _____

BOOK 8765 PAGE 849

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
				CAMT 12000.00
				MAMT 12000.00
				CON TX 44.40
				MOR TX 11.50
				PRFEE 1.00
				WDEED 12.00
				TOTAL 68.90
				CHECK 68.90
			10/26/92 01	08:31 0001 3955

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5 7 7 4 4

IDENTIFICATION REFERENCE

Oct 26 8 33 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 583402