BOOK 9125 PAGE 213

INSTALLMENT DEED

FROM

HILDA CUNDALL, a widow

TO

EDWARD ANTHONY JOSLIN and wife,
VICKIE RUTH JOSLIN

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015
File No. 3204

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edward Anthony Joslin et ux (NAME)	Same (NAME)	Map 69-15-0
1614 E. STEWARTS LANE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 022.00
NASHVILLE TN. 37218 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	13DA 61825

(FOR REGISTER'S USE)

93 OCT 25 AM 10:58

MAIL ENV.

77437

IDENTIFICATION REFERENCE

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$ 28,800.00 Vickie Ruth Joslin
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF October, 19 93.

Jean W. Burke
Notary Public

MY COMMISSION EXPIRES: 4-30-96

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Eight Thousand Eight Hundred and 00/100 ($28,800.00) DOLLARS

of which $ 10,000.00 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 lien note of even date herewith, payable to the order of HILDA CUNDALL, in the principal sum of $18,800.00, payable in 120 monthly installments of $228.10 each, beginning November 22, 1993, with a like sum on the 22nd day of each consecutive month thereafter, until October 22, 2003, when the final installment shall be due and payable. Said monthly installments include interest at the rate of 8% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $18,800.00;

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.

I, Hilda Cundall, a widow

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

Edward Anthony Joslin and wife, Vickie Ruth Joslin

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

(SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY)

This is unimproved ( ) improved (X) property, known as 1614 East Stewart Lane (House Number) (Street) Nashville, Tennessee 37218 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 *James W. Stinnett, Jr. 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 $ insb. 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 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 herein, 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 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 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 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 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 22nd day of October 1993.

HILDA CUNDALL

By: Wm. G. Wilkinson
Attorney-In-Fact

Edward Anthony Joslin

Vickie Ruth Joslin

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STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, the undersigned **, a Notary Public in and for said County and State, the within named** Edward Anthony Joslin and wife, Vickie Ruth Joslin

the bargainor s, 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 Ashland City, Tennessee, this 22nd day of October, 19 93.

Jean H. Buck, Notary Public.

JEAN H. BUCK NOTARY PUBLIC CHEATHAM

Commission expires 4-30-96.

RECORDED AS RECEIVED
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE
COUNTY OF CHEATHAM

On this 22nd day of October, 1993, before me personally appeared **Wm. G. Wilkinson,** to me known to be the person who executed the foregoing instrument on behalf of **Hilda Cundall,** and who acknowledged that he executed the same as the free act and deed of the said **Hilda Cundall.**

Witness my hand and official seal at Ashland City, Tennessee, this 22nd day of October, 1993.

Jean H. Buck
Notary Public

JEAN H. BUCK NOTARY PUBLIC CHEATHAM

My Commission Expires: 4-30-96

*James W. Stinnett, Jr., Trustee
106 Frey Street
Ashland City, Tennessee 37015

BOOK 9125 PAGE 215

INSTALLMENT DEED
FROM: Hilda Cundall, a widow
TO: Edward Anthony Joslin et ux
DATED: October 22, 1993

BEING a tract of land in the 13th formerly the 23rd Civil District of Davidson County, Tennessee, described according to a survey made thereof on June 17, 1940, by John Setters Surveyor, as follows:

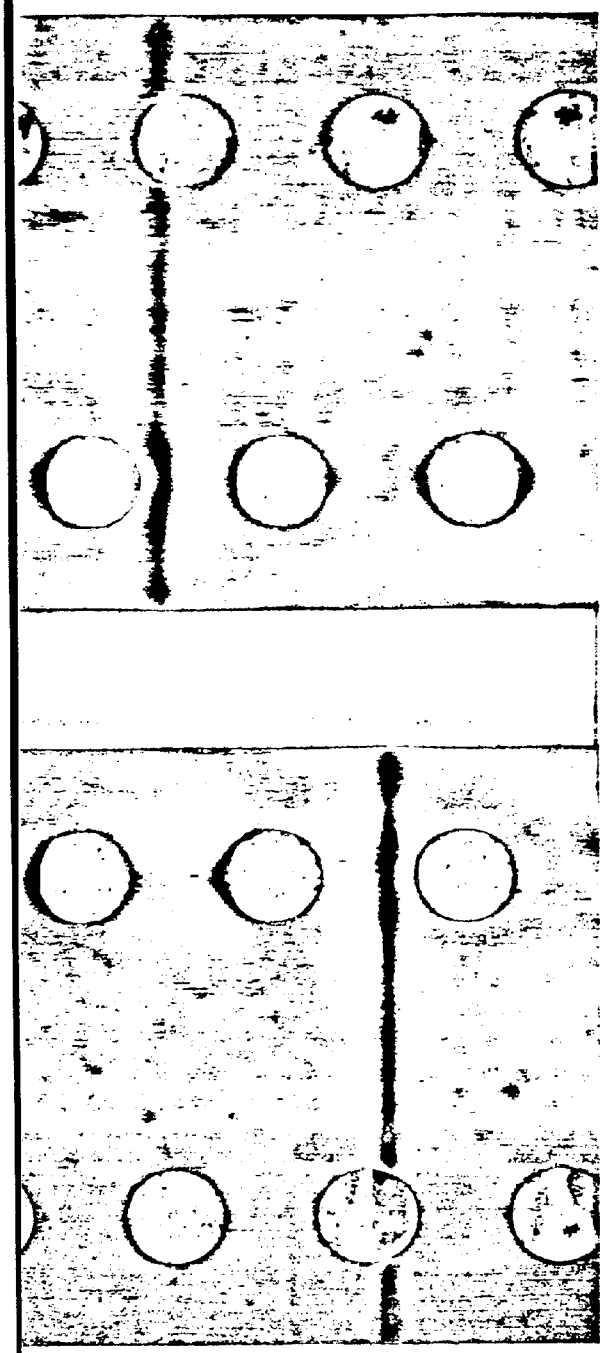
BEGINNING at a hackberry tree, original corner between R. W. Cundall and John Holzaphfel in Baird's line; thence North 33 degrees West 441 feet to an iron pin; thence North 63-1/2 degrees West 51 feet to the center of a road; thence with the center of same, North 64-/12 degrees East 256 feet; thence South 33 degrees East 453 feet to John Holzaphfel line; thence South 58 degrees West 224 feet to the beginning, **and containing 2.32 acres, more or less.**

BEING the same property conveyed to W. G. Cundall, by deed from R. W. Cundall and wife, Dora H. Cundall, of record in Book 1151, Page 299, Register's Office for Davidson County, Tennessee. W. G. Cundall died testate and the undersigned grantor is the sole and only beneficiary under his Will in the Probate Court for Davidson County, Tennessee, Docket No. 93D-136.

This is the same description as in the previous deed of record.

Wm. G. Wilkinson signs this deed on behalf of **Hilda Cundall** under and by virtue of a Power of Attorney of record in Book 9125, Page 212, Register's Office for Davidson County, Tennessee.

5480 10/25 0101 03CHECK 138.88



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9125 PAGE 216

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 28800.00
				MAMT 18800.00
				CON TX 106.56
				MOR TX 19.32
				PRFEE 1.00
				WDEED 12.00
				TOTAL 138.88
				CHECK 138.88
10/25/93	01	10:58	0001	5480

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

77437

IDENTIF. & REFERENCE

93 OCT 25 [illegible]

TRANSFER & RECORDING

No. 713305