Mail

This instrument prepared by:
CHEATHAM & PALERMO, ATTORNEYS
43 Music Square West
Nashville, TN 37203

BOOK 9123 PAGE 839

93 OCT 27 PM 4:06
DAVIDSON COUNTY, TN.

786630

IDENTIF. & REFERENCE

INSTALLMENT DEED

FROM: DON COX, ET UX

TO: EDWIN ERNEST ROWELL

Address New Owner:	Send Tax Bills To:	Map-Parcel No.:
Edwin Ernest Rowell 800 18th Avenue South Nashville, TN 37115	Same	Map 10W 06215 Parcel 92-16-354

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $118,186.31.

Don Cox
Affiant

Subscribed and sworn to before me, this the 18th day of October, 1993.

Jane Ann Wheeler
Notary Public

My commission expires: 7/24/97

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $118,185.31.

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED EIGHTY-SIX AND 31/100 DOLLARS, of which $1.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has given an installment deed note in the amount of $118,185.31, payable in 240 monthly installments, with interest fixed at 8 percent on the unpaid principal, 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, we, DON COX and wife, EDNA JEAN COX, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto EDWIN ERNEST ROWELL, herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 122 on the O.B. Hayes plan of Small Lots of record in Chancery Court Plat Book 1, page 69, Register's Office for said County.

SAID Lot No. 122 fronts 50 feet on the easterly margin of 18th Avenue, South, formerly Shields Avenue and extends back between parallel lines 150 feet, more or less, to an alley in the rear.

BEING the same property conveyed to Don Cox and Donald H. Henry, the latter of whom is one and the same person as Donald Hoyet Henry, by deed from Jerry W. Shook, unmarried, of record in Book 6488, page 207, Register's Office for Davidson County, Tennessee, and quitclaimed and conveyed to Don Cox by deed from DONALD HOYET HENRY and wife, WILLIEN JANE HENRY, by deed of record in Book 9119, p. 986, in said Register's Office.

EDNA JEAN COX joins in this conveyance for the purpose of conveying whatever interest in the subject property she may have acquired by reason of her marriage to DON COX.

This is improved property known as 802 18th Avenue South, Nashville, TN 37203.

The grantee herein has the option of delaying the commencement of his payments on such $118,185.31 note until November 15, 1994. Grantee agrees that for the use and occupancy of the property conveyed until the time, no later than November 15, 1994, that he commences payments on said note, he shall pay to DON COX the sum of $500.00 per month, beginning November 1, 1993.

TO HAVE AND TO HOLD the said real estate, with appurtenances, estate, title, and interest thereto belonging, to the said grantee, his 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, except for 1993 property taxes, which are assumed by the grantee herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, his 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, I, the said grantee herein do hereby transfer and convey unto HENRY CHEATHAM, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. I, the said grantee, 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 $50,000.00 until the note herein secured is 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 note, as his interest may appear. I 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 I fail to do either, then the said Trustee, or the lawful owner and holder of said note, 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 I, the said grantee, shall pay the note aforesaid when due, according to its 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 I fail to pay said note or part thereof, promptly at maturity, or if I fail to pay taxes, keep up repairs or keep said premises insured as herein provided; or I fail to reimburse the Trustee or lawful owner and holder of said note for all sums with interest, so expended by said Trustee, or lawful owner and holder of said note, 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 note, all remaining unpaid amounts 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. I 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. I 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 the unpaid note 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 grantee herein, his 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 first 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.

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 grantee, have hereunto set our hands this the 20 day of October, 1993.

DON COX

ERMA JEAN COX

EDWIN ERNEST ROWELL

6738 10/27 0101 00CHECK 579.96

STATE OF CALIFORNIA
COUNTY OF Santa Clara

On this the 20 day of October, 1993, before me (Name and title) Maria T. Carrillo Notary Public, personally appeared ERMA JEAN COX, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that she executed the same.

Witness my hand and official seal at San Jose, California, on the day and year first above written.

MARIA T. CARRILLO
COMM. NO. 984294
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My comm. expires February 7, 1997

Signature

Title

My commission expires:

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jane Ann Wheeler, a Notary Public in and for said County and State, Edwin Ernest Rowell and Erma Cox, the within named 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 10th day of October, 1993.

Notary Public

My commission expires: 7/26/97

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9123 PAGE 841

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		118186.31	
	MAMT		116185.31	
	CON TX		437.34	
	MOR TX		133.62	
	PRFEE		1.00	
	WDEED		8.00	
	TOTAL		579.96	
	CHECK		579.96	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 10-27-93 01 1807 0001 6758

78630
IDENTIF. & REFERENCE

93 OCT 27 PM 4:06

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 714576