THIS INSTRUMENT PREPARED BY:

Laura Tek, Esq.
227 Second Avenue, North
Nashville, Tennessee 37201

INSTALLMENT DEED

Address New Owners:
Sherry Lynn Binkley Newton
P. O. Box 222
Goodlettsville, TN 37070

Send Tax Bills To:
Same

Map-Parcel No.s:
Map Number 16
Parcel 82

BOOK 9506 PG 571

WHEREAS, Jerry Leon Newton and Sherry Lynn Binkley Newton were married as husband and wife and owned a certain tract of land in Davidson County, Tennessee described hereinbelow.

WHEREAS, pursuant to the Final Decree of Divorce dated September 21, 1994, entered by the Court in Newton v. Newton, Second Circuit Court for the State of Tennessee, Twentieth Judicial District, Davidson County, Case Number 94D-2543, (of record in Book 9475 Page 639, Register's Office for Davidson County, Tennessee), Jerry Leon Newton and Sherry Lynn Binkley Newton were divorced and all marital bonds between them were severed; and

WHEREAS, said Final Decree of Divorce is now final and the time for appealing said Decree has passed; and

WHEREAS, in said Final Decree of Divorce, the Court approved the property settlement agreement between Jerry Leon Newton and Sherry Lynn Binkley Newton wherein Jerry Leon Newton agreed to convey all of his right, title and interest in and to the tract of land described hereinbelow.

NOW, THEREFORE, for and in consideration of the sum of THIRTY-FIVE THOUSAND DOLLARS, ($35,000.00), and pursuant to the terms of said property settlement agreement approved in the Final Decree of Divorce, SHERRY LYNN BINKLEY NEWTON has executed a promissory note in the principal amount of THIRTY-FIVE THOUSAND DOLLARS, ($35,000), payable to the order of JERRY LEON NEWTON as follows:

> On the 15th day of November, 1994, the sum of Five Hundred Dollars, ($500.00), and thereafter a like sum on the fifteenth day of each succeeding month for a term of seventy, (70), months at which time the entire unpaid balance of debt shall at once become due and payable,

and to secure the payment of said indebtedness, a lien is expressly returned on the land herein conveyed, JERRY LEON NEWTON, has this day bargained and sold and does hereby transfer and convey unto the said SHERRY LYNN BINKLEY NEWTON, the Grantee herein, her successors, heirs and assigns, a certain real estate in Davidson County, Tennessee, to-wit:

> Land in the 10th Civil District of Davidson County, Tennessee, according to a survey by John T. Alley, Surveyor, August 1, 1965.
>
> BEGINNING at a point in the center of Union Hill Road, Mrs. Iona B. Hudgens' southwest corner and the southeast corner of this land; thence with the center of said Road as follows: S. 50° 15' W. 107 feet; S 60° 00' W 100 feet to an iron spike, a corner to Mrs. Mable B. Dalton; thence with the line of said Mrs. Dalton, N 1° 50' E 2,334 feet to a stake, a corner to said Mrs. Dalton in the line of Robert Galbreath and L. B. Cuffman, Jr.; thence with the line of said Galbreath and Cuffman, S 86° 15' E 156.5 feet to a stake, a corner of aforesaid Mrs. Hudgens in the line of said Galbreath and Cuffman; thence with the line of said Mrs. Hudgens, S 1° 55' W 2,203 feet to the beginning, containing 8.32 acres, more or less.
>
> BEING the same property conveyed to Jerry L. Newton and wife Sherry B. Newton by deed from Lela B. Knight and husband, Walter

Knight, of record in book 4953, Page 475, Register's Office Davidson County, Tennessee.

This is improved property known as 1934 Union Hill Road, Goodlettsville, TN 37072.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her successors, heirs and assigns, and I do covenant with the said Grantee that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out.

I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to the said Grantee, her heirs and assigns, against the lawful claims of all persons whosoever.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantee hereinafter referred to as Trustor, hereby transfers and conveys unto Laura Tek, Trustee, her successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as her interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said Trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the Trustee or her successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Trustor upon demand of the Trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said Trustee, or the lawful owner and holder of said indebtedness, may do any or all of these things and the amounts so paid shall bear 6% interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms and pay taxes, keep up repairs and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, is not paid promptly at maturity, or if, failing to keep taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, Trustor fails to reimburse the Trustee or lawful owner and holder of said indebtedness for all sums, so expended by said Trustee, or lawful owner and holder of said indebtedness, within 30 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said Trustee, or her successor in trust, is hereby authorized and empowered, upon given 20 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 Courthouse 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 eery kind, which are hereby expressly waived; and the said Trustee, or her 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. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property and shall only account for the net rents actually received by her. It is further agreed 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 indebtedness 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 Trustor, her order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure to do so, then the holder in order of the next maturing notes, 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 above-named Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the singular and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, we have hereunto set our hands this 31 day of October, 1994.

Jerry Leon Newton
JERRY LEON NEWTON

Sherry Lynn Binkley Newton
SHERRY LYNN BINKLEY NEWTON

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 35,000.00

BOOK 9506PG574

STATE OF TENNESSEE}
COUNTY OF Lawrence }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JERRY LEON NEWTON**, the within named 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 Lawrenceburg, Tennessee this 27th day of October, 1994.

Teresa Caruthers
NOTARY PUBLIC

My commission expires: 11-24-97

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STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **SHERRY LYNN BINKLEY NEWTON**, the within named 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 Nashville, Tennessee this 31st day of October, 1994.

June Thacker
NOTARY PUBLIC

My commission expires: 11-22-97

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STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

The actual consideration or value, whichever is greater, for this transfer is 35,000.

PICK-UP

Sherry L. Newton
Affiant

Sworn to and subscribed before me this 31st day of October, 1994.

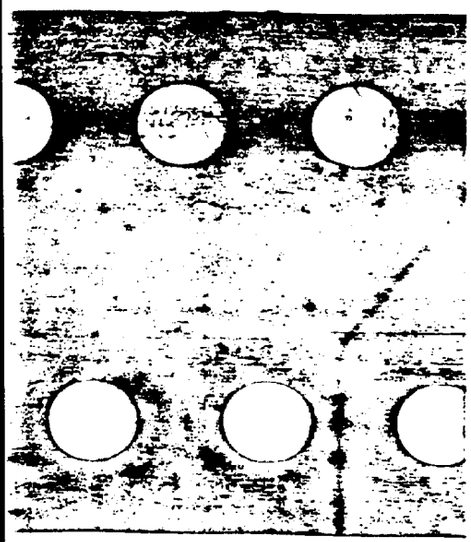
June Thacker
NOTARY PUBLIC

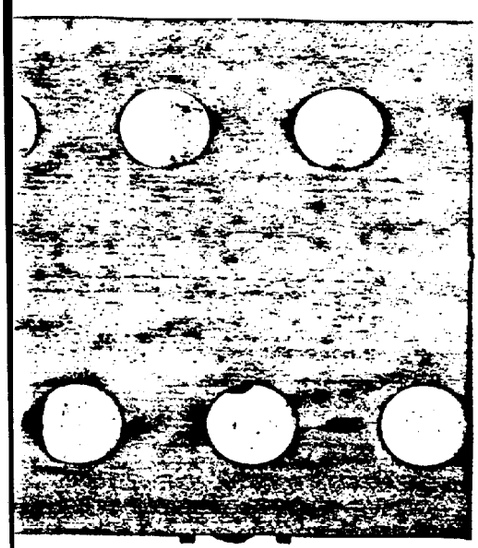
My commission expires: 11-22-97

04503
IDENTIF. ↑ REFERENCE

94 OCT 31 PM 3:14
FELIX ZANIL JUNIOR REGISTER
DAVIDSON COUNTY, TN.

3055 10/31 0101 03CHECK 54.95





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

RECEIVED OF exempt from conv. tax

FOR

BOOK 9506 PG 575

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 35000.00
				MAMT 35000.00
				MOR TX 37.95
				PRFEE 1.00
				WDEED 16.00
				TOTAL 54.95
				CHECK 54.95
10/31/94	01			15:14 0001 3055

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04503
IDENTIF. ↑ REFERENCE

94 OCT 31 PM 3:14
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 849357