Box 28

This document is being re-recorded to correct the name of the grantee.

RE-RECORD

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
JOHN B. COBB, JR., AND WIFE
OLA B. COBB

TO
JAY C. BARBOZA AND WIFE,
NORA M. BARBOZA

For draftsman's use

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney
P. O. Box 150345
Nashville, TN 37215

BOOK 10057 PG 589

BOOK 10079 PG 337

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAY C. BARBOZA (NAME)	SAME (NAME)	91-11-63
5000 Illinois Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

96 MAY 22 AM 10:50
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
0184115

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 66,845.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF May, 1996

Notary Public

MY COMMISSION EXPIRES: 11/28/98

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Sixty Six Thousand Eight Hundred Forty Five and No/100 (66,845.00) 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 the said grantees have executed their one note of even date herewith in the amount of $66,845.00 payable to the order of John C. Cobb, Jr., and wife, Ola B. Cobb in monthly installments of $444.72 each, the first of which is due and payable on the 15th day of June, 1996 and thereafter a like amount on the 15th day of each succeeding month, with the final installment becoming due and payable on the 15th day of May, 2026. The payments include interest at the rate of 7% per annum.

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 66,845.00.

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,

JOHN B. COBB, JR., AND WIFE, OLA B. COBB

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

JAY C. BARBOZA AND WIFE, NORA M. BARBOZA

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

TRACT I: Being Lot 901 and the easterly 7-1/2 feet of Lot 903 of Block 132 in Plan No. 1, West Nashville, as of record in Book 57, page 74 and 75, Register's Office for said County.
Said Lot 901 and the easterly part of Lot 903 fronts together 42-1/2 feet on the northerly side of Illinois Avenue and run back between parallel lines, with the westerly margin of 50th Avenue, North, formerly 9th Street, 150 feet to an alley.

TRACT II: All that portion of the West 1/2 of 50th Avenue, North vacated and abandoned by Metro Council Bill No. 74-1115, lying between the direct extensions easterly of the northern and southern lines of Lot 901 of Block 132 in Plan No. 1, West Nashville, of record in Book 57, pages 74 & 75, said Register's Office.

Being the same property conveyed to John B. Cobb, Jr., and wife, Ola B. Cobb, by deed from Charles E. Gilbert, Executor of the Estate of Mamie Aline Gilbert, of record in Book 10014, page 750, said Register's Office.

Without the prior written consent of the lender, the borrower will not by any means whatsoever (including but not limited to any deed, lease, mortgage, deed of trust, assignment, option, or contract) convey, transfer, sell, lease, assign, or encumber, any right or interest in the mortgaged property.

This is unimproved ( ) improved (X) property, known as 5000 Illinois Avenue - Nashville, TN 37209
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

BOOK 10057 PG 590

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 Jo Ann Smith, Nashville, TN 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 $ insurable 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 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, 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, statutory or elective rights, and all other exemptions of every kind, whatsoever 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 WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 15th day of May 19 96.

JAY C. BARBOZA

NORA M. BARBOZA

JOHN B. COBB, JR.

OLA B. COBB

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

RE-RECORD BOOK 10079 PG 338

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named JOHN B. COBB, JR., AND WIFE, OLA B. COBB AND JAY C. BARBOZA AND WIFE, NORA M. BARBOZA the 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 15th day of May, 19 96.

Jo Ann Smith Notary Public

Commission expires 11/28/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), 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 _____

0190370 IDENTIF. REFERENCE RE-RECORD 96 JUN -5 PM 12:56 FELIX W. SUMNER REGISTER DAVIDSON COUNTY TN

C8803 0 0 0101 03CHECK 4195 05/22 0101 03CHECK 330.74 8.00