BOOK 11363 PG 110

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM JOHN K. KIMERY, Trustee for CHARLES FORD GALBREATH and Joyce Lain Galbreath Joint Revocable Living Family Trust Agreement # U/D/A/2/27/96

TO Susan J. Jones

RE-RECORD BOOK 11363 PG. 210

For draftsman's use

PREPARED BY:
Charles F. Galbreath
901 Stahlman Building
Nashville,TN 37210

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Susan J. Jones (NAME)	Susan J. Jones (NAME)	135-00-0
1794 Reynolds Road (STREET ADDRESS OR ROUTE NUMBER)	1794 Reynolds Road (STREET ADDRESS)	146.00
Nashville,TN 37217 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37217 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

99 MAR -2 PM 2:48
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

RE-RECORD

0555148

IDENTIF. ↑ REFERENCE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 110,000.00 Susan J. Jones
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF June 1997.

Notary Public

MY COMMISSION EXPIRES: 5-27-00

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED AND TEN THOUSAND DOLLARS, and no/100's DOLLARS

of which $ _____ 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 excuted an Installment Deed Note in the amount of $ 100,000.00 bearing interest at the rate of 6 1/2% payable in monthly amount of $ 555.00 commencing the 1st day of August 1997; at 7 1/2% from the 1st day of July 1998 with payments of $ 708.99 commencing the 1st day of August 1998; 8 1/2% from the 1st day of July 1999 with payments of $ 777.05 commencing the 1st of August 1999; 9 1/2% from the 1st day July 2000 with payments of $ 846.01 commencing the 1st day of August 2000; at 10% from the 1st day of July 2001 with payments of $ 880.61; with final payment (balance) due and payable the 1st day of August 2002.

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. JK

JOHN K. KIMERY, TRUSTEE FOR C.F. & J.L. GALBREATH FAMILY TRUST, U/D/A 2/27/96

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

Susan J. Jones 2329 03/02 0101 03CHECK 14.00

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

A tract of land in the 2nd (formerely 5th) Civil District of Davidson County, Tennessee described according to an unrecorded survey dated July 22, 1985, by Paul Crockett, Tennessee Registered Land Surveyor No. 1394, as follows:

"SEE ATTACHED"

MAIL ENV.

0326963

IDENTIF. ↑ REFERENCE

97 JUL 16 AM 10:57
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 100,000.00"

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

This is improved (X) unimproved ( ) property, known as 1794 Reynolds Road (House Number) (Street) Nashville, Tn 37217 P. O. Address: (City or Town) (Postal Zone)

BEING RE-RECORDED THIS THE 2nd DAY OF ~~FEBRUARY~~ MARCH, 1999, TO CORRECT a TYPOGRAPHICAL ERROR ON ORGINAL FILING OF THIS INSTALLMENT DEED. JMC

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 _____ 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 $_____ 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, 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 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 our hands this the 10 day of June 19 97.

Susan Jones

Joyce Lois Galbreath

C. F. Galbreath

J. L. Galbreath

JOHN K. KIMERY, Trustee for
C.F.GALBREATH & J.L.GALBREATH
FAMILY TRUST

BOOK 10531 PG 111

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Deborah J Haycutt, a Notary Public in and for said County and State, the within named Charles F Galbreath, Joyce Lois Galbreath and Susan Jones 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 10 day of June, 1997.

Deborah J Haycutt
Notary Public

Commission expires 5-28-00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

RE-RECORD BOOK 11363 PG. 211

Before me, Amy Dodd, a Notary Public of the State and County aforesaid, personally appeared John Kimery 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 Him self as Trustee TD.

Witness my hand and seal, at office in Nashville, this 3rd day of March, 19 98.

Amy Dodd
Notary Public

Commission expires 3/2/98

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

Beginning at a railroad spike in the easterly margin of Reynolds Road, said point being the northwesterly corner of the tract and also being the northwesterly corner of the larger tract described in Book 2089, page 601, Register's Office for Davidson County, Tennessee; thence leaving said road margin and running with the centerline of an old lane, South 83° 30 min. 31 sec. East 390.29 feet to a point; thence continuing with said centerline, South 83° 43 min. 57 sec. East 309.06 feet to a point; thence continuing with said centerline, South 83° 28 min. 24 sec. East 312.73 feet to an iron pin; thence with the common line to property of Gardner, South 06° 36 min. 57 sec. West 94.53 feet to an iron pin; continuing thence with Gardner, South 07° 27 min. 34 sec. West 313.94 feet to a fence post; thence leaving Gardner's line and running with the property of Ezell, South 08° 09 min. 20 sec. West 48.76 feet to an iron pin; thence leaving Ezell's line and running with the property of Smith, North 71° 54 min. 55 sec. West 404.30 feet to a post; thence continuing with Smith, North 71° 49 min. 22 sec. West 188.71 feet to a point; thence continuing with Smith, North 67° 33 min. 45 sec. West 106.93 feet to a post; thence continuing with Smith 74° 43 min. 57 sec. West 383.44 feet to an iron pin in the easterly margin of Reynolds Road; thence with said road margin North 19° 29 min. 42 sec. East 255.35 feet to the point of beginning, and containing 8.40 acres, more or less.

Being the same property in which Charles F. Galbreath and wife, Joyce L. Galbreath, conveyed their interest in the subject property to the Charles Ford Galbreath and Joyce Laird Galbreath, Joint Revocable Living Family Trust, Agreement # U/D/A/2/27/96 with John K. Kimery as Trustee by Quitclaim Deed recorded in Book 10531, Page 107 Register's Office for Davidson County, Tennessee.

522.70 07/16 0101 03CHECK

RECORDERS MEMO
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PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED