PICK-UP

Davidson County DEEDINST
Recvd: 06/21/01 11:20 5pgs
Fees:23.00 Taxes:133.05
20010621-0065900

THIS INSTRUMENT WAS PREPARED BY:
STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

FILE NO.: N.A.

ADDRESS NEW OWNER(S) AS FOLLOWS:
Jerry Vinett, Jr. Corporation
98 39th Avenue North
Nashville, TN 37209

SEND TAX BILLS TO:
Same

MAP: 92-13
PARCEL: 259
11W-72500

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of **Twenty Eight Thousand Five Hundred and 00/100 Dollars ($28,500.00)** of which **$2,500.00** has been paid in cash by the Grantee(s) hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantee **has executed its promissory lien note of even date herewith, payable to the order of JAMES A. LEWIS and wife, HILDA M. LEWIS, and SHERRY COX and LINDA SUE LICHTGARN, in the original principal sum of $26,000.00, payable in 120 monthly installments of $336.43 each, beginning** July 21, **2001, with a like sum on the** 21st **day of each consecutive month thereafter, until** June 21, **2011, when the entire remaining balance shall be due and payable, said monthly installments include interest at the rate of 9.5% per annum;** 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, **JAMES A. LEWIS and wife, HILDA M. LEWIS, and SHERRY COX and LINDA SUE LICHTGARN**, hereinafter called the Grantor(s), have this day bargained and sold, and do hereby transfer and convey unto **JERRY VINETT, JR. CORPORATION**, hereinafter called Grantee(s), its successors and assigns, certain real estate located in **Davidson** County, Tennessee, as follows:

Lot located on 38th Avenue North (formerly shown as Dakota Avenue), Plan Block 34, Charlotte Pike, 2nd Ext Pt. closed street, Map 92-13, Parcel 259, Field Book 11W 72500.

BEING the same property conveyed to Emma S. McInturff, James A. Lewis and wife, Hilda M. Lewis, by Trustee's Deed from Bob Herrman, Trustee, of record in Instrument 20010322-0027931, Register's Office for Davidson County, Tennessee.

Emma S. McInturff is now deceased, and the undersigned, Sherry Cox and Linda Sue Lichtgarn are her sole and only heirs at law.

Henry Clay Barry signs this deed for and on behalf of Linda Sue Lichtgarn under and by virtue of a power of attorney of record in Book * , **Page** _____, **Register's Office for Davidson County, Tennessee.** * 20010621-0065899

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 note or notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note or notes, as it matures, as hereinafter

Sellers agree to release a portion of the above described property upon the payment of one-third (1/3) of the balance of the indebtedness described herein each time such one-third (1/3) is paid.

provided, and for the consideration of one dollar, to us in hand paid, we, the said Grantees herein do hereby transfer and convey unto **Wm. G. Wilkinson, Trustee, Attorney at Law, 106 Frey Street, Ashland City, Tennessee 37015**, 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 with some reliable fire insurance company or companies for at least the sum of **$insb. value** until the note or 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 note or 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 note or 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 note or 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 note or 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 note or notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note or notes, within thirty (30) 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 note or notes, or any of said note or notes then past due and unpaid, all remaining unpaid note or 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 (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, 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 note or 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 sum 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 note or 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 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.

Maximum principal indebtedness for Tennessee recording tax purposes is $26,000.00.

IN WITNESS WHEREOF, we, the said Grantors and Grantee, have hereunto set our hands this the 21st day of June, 2001.

GRANTORS:

James A. Lewis
JAMES A. LEWIS

Hilda M. Lewis
HILDA M. LEWIS

Sherry Cox
SHERRY COX

LINDA SUE LICHTGARN

By: [signature]
Henry Clay Barry
Attorney-in-Fact

GRANTEE:

JERRY VINETT, JR. CORPORATION

By: [signature]
JERRY VINETT, JR., President

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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 **JAMES A. LEWIS and wife, HILDA M. LEWIS**, the bargainor(s), 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 Ashland City, Tennessee, this 19th day of June, 2001.

Jean H. Buck
Notary Public

My Commission Expires: 03-17-2004

JEAN H. BUCK NOTARY PUBLIC CHEATHAM COUNTY

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **SHERRY COX**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 13th day of June, 2001.

Thomas H. Ware
Notary Public

My Commission Expires: 11/24/01

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STATE OF TENNESSEE]
COUNTY OF WILSON]

On this 7th day of June, 2001, before me personally appeared **HENRY CLAY BARRY**, to me known to be the person who executed the foregoing instrument on behalf of **LINDA SUE LICHTGARN**, and acknowledged that he executed the same as the free act and deed of the said **LINDA SUE LICHTGARN**.

Witness my hand and official seal at Lebanon, Tennessee, this 7th day of June, 2001.

Julie L. Jones
Notary Public

My Commission Expires: 9/13/2003

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STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **JERRY VINETT, JR.**, with whom I am personally acquainted, and who upon his oath, acknowledged himself to be the **PRESIDENT** of **JERRY VINETT, JR. CORPORATION**, the within named bargainor, a corporation, and that he as such **PRESIDENT**, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said **JERRY VINETT, JR.** as such **PRESIDENT**.

Witness my hand and official seal at office at Ashland City, Tennessee, on this the 21st day of June, 2001.

James W. Stinnett, Jr.
Notary Public

My Commission Expires: 03-17-2004

STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

The actual consideration or value, whichever is greater, for this transfer is **$28,500.00**.

Affiant

Subscribed and sworn to before me, this the 21st day of June, 2001.

Notary Public

My Commission Expires: 03-17-2004

jb:Vinett.dee