Send Tax Bill To:
Edward E McMahan
Clarksville Pike
Nashville Tenn.

Parcel # 14D 23250
Map 21
Par. 54

M.O.

Installment Deed

BOOK 3827 PAGE 366

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE THOUSAND and NO/100---- ----------($35,000.00)---------- *Dollars,* *of which* ELEVEN THOUSAND, SIX HUNDRED, SEVENTY-NINE and 50/100---------- ----------($11,679.50)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWENTY-THREE THOUSAND, THREE HUNDRED, TWENTY and 50/100--------($23,320.50)---------- *Dollars,*

Edward E. McMahon and wife, Maxine P. McMahon *have* ~~executed~~

assumed and agreed to pay the unpaid balance of $13,320.50 of a note in the original amount of $14,300.00, secured by the lien of a deed of trust of record in Book 3208, page 195, said Register's Office, and have executed their note in the principal amount of $10,000.00, plus interest at 6% to James Biggers and wife, Dorothy Mai Biggers,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

James Biggers and wife, Dorothy Mai Biggers,

have this day bargained and sold, and do hereby transfer and convey unto the said

Edward E. McMahon and wife, Maxine P. McMahon, their

~~(HEIRS)~~, *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th, formerly 24th, Civil District of Davidson County, Tennessee, being part of Lot No. 4 in the Division of the Estate of Jacob Ade, deceased, as appears by decree in Minute Book 60, page 273, Chancery Court for said County, said lot being shown on Plan Book 2, page 86, said Court, described as follows:

Beginning in the middle of a drain on the south side of U. S. Highway 41-A it being a point north 81° west 34-2/5 poles from the northeast corner of the original 105-1/2 acre tract from which this survey is taken; thence running south 2-1/2° west 6-1/5 poles to a stake; thence south 28-1/2° east 8 poles to a stake; thence south 6-3/4° west 8 poles to a black walnut in a drain; thence south 2-1/2° west 12 poles to a small elm on the east side of a branch; thence south 43° east 10 poles to a stake in a small flat; thence south 10-3/4° east 14 poles to a white oak, continuing on the east side of a branch as follows: South 15° east 23 poles; south 33-1/4° east 6-3/5 poles; south 49° east 8-18/25 poles to a planted rock on the east edge of the branch, and in the east line of the original 105-1/2 acre tract, of which this is a part; thence with said east line, south 4-1/4° west 136-1/2 poles; south 1-1/2° west 10 poles; south 20 poles; south 4-1/2° west 20 poles to two black oaks, the southeast corner of the original tract; thence south 88° 10' west 36.5 poles, north 89° 20' west 29.24 poles to a stake with two black oak pointers, the corner of

[redacted]

tracts 3 and 4 in the division of the estate of Jacob Ade; thence with the line between two said tracts, north 277.72 poles to the center of the Old Nashville and Clarksville Pike; thence with center of said road, south 81° east 29-2/5 poles to the beginning, containing 95 acres, more or less.

Being the same real property conveyed to James Biggers and wife, Dorothy Mai Biggers by deed from J. T. Walker and wife, dated March 31, 1953, filed April 20, 1953, and recorded in Book 2142, page 602, Register's Office for said County.

Conveyance of this property is made subject to an easement for right-of-way of Nashville and Clarksville Pike lying within boundaries of premises. It is subject to an easement for roadway shown on Plan Book 2, page 86, Chancery Court for Davidson County, Tennessee, across Lot No. 4 to graveyard located on Lot 2. It is subject to an easement for right-of-way granted Tennessee Natural Gas Lines, Inc. by J. T. Walker and wife, as set out in Book 1361, page 91, Davidson County Register's Office. It is also subject to an easement for rights-of-way granted Tennessee Gas Transmission Company by James Biggers and wife, of record in Book 2270, page 5 and Book 2795, page 263, and Book 3574, page 125, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edward E. McMahon and wife, Maxine P. McMahon, their ~~successors~~, *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 a deed of trust of record in Book 3208, page 195, said Register's Office.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edward E. McMahon and wife, Maxine P. McMahon, their ~~successors~~, *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 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 Edward E. McMahon and wife, Maxine P. McMahon *hereinafter referred to as trustors, hereby transfer and convey unto* Ervin M. Entrekin, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $_____, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the less, 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 his interest may appear.

Trustors further agree 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 his 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 trustors 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 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors 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, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 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 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 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 him. 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.

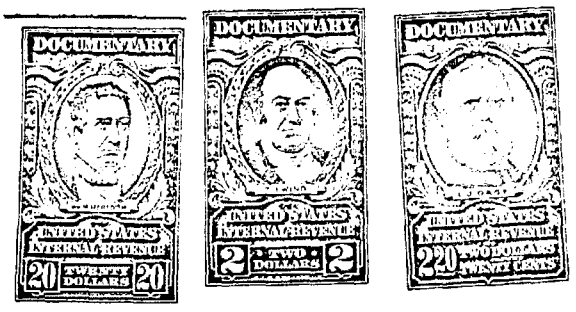
3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their 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 so to do, 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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 26 *day of* October, *19* 64.



JAMES BIGGERS

DOROTHY MAI BIGGERS

EDWARD E. McMAHON

MAXINE P. McMAHON

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Richard D. Sweeney, *a Notary Public in and for said County and State,* James Biggers and wife, Dorothy Mai Biggers, and Edward E. McMahon and wife, Maxine P. McMahon,

the within named bargainorS., with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 26 *day of* October, *19* 64

RICHARD D. SWEENEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires July 22, 1967

STATE OF .....
COUNTY OF .....

Personally appeared before me, ...*a Notary Public in and for said County and State,* .....

.....

the within named bargainar....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at .....,
this .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

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, 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 corporatoin by .....self as .....

Witness my hand and seal, at office in .....,
this .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID OCT 30 1964

OCT 30 1964

STATE TAX $ .....
PROBATE 50
TOTAL $ 3.50

INSTALLMENT DEED

FROM
JAMES BIGGERS, et ux

TO
EDWARD E. McMAHON, et ux

56483

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

OCT 30 12 22 PM '64

NOTED FOR REGISTRATION PAGE 110
RECORDING FEE $ 2.50
DEP. REG. .....

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE