OWNERS NAME & ADDRESS:
John C. Baggett
Rt. #1 Box 291-A
Cedar Hill, Tenn 37032

SEND TAX STATEMENT TO:
Same

Map 47-12
P/o Par. 16.3

This Instrument Was Prepared By
DENNEY, LEFTWICH, LACKEY & CHERNAU
218 Third Avenue North
Nashville, Tennessee

INSTALLMENT DEED

BOOK 4119 PAGE 840

For and in Consideration of the sum of ($12,000.00)- - - - - - - - - - - - - - - - -

TWELVE THOUSAND & NO/100- Dollars,

of which TWO THOUSAND & NO/100- - - - - - - - - - - ($2,000.00)- - - Dollars,

has been paid in cash by John C. Baggett, Isabelle M. Baggett, Terry W. Baggett, and Gerry A. Baggett,
the receipt of which is hereby acknowledged, and for the remainder ($10,000.00)- - - - - -

TEN THOUSAND & NO/100- Dollars,

the said John C. Baggett, Isabelle M. Baggett, Terry W. Baggett and Gerry A. Baggett have

executed their promissory note of even date herewith, in the principal amount of $10,000.00 plus interest, payable to Gaines and Gaines Construction Company, Inc. in monthly installments of $111.03 per month, including interest, beginning thirty (30) days from the date of this deed, and continuing for a period of ten years.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Gaines & Gaines Construction Company, Inc. has

~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said JOHN C. BAGGETT, ISABELLE M. BAGGETT, TERRY W. BAGGETT AND GERRY A. BAGGETT, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southwesterly portion of Commercial Lot No. 7 on the Plan of Bellshire Estates, Section 1, as of record in Book 2133, pages 124 and 125, Register's Office for said County, and shown as Lot No. 1 on a plan of a Resubdivision of a portion of said Commercial Lot No. 7 by Barge, Waggoner & Sumner, Engineers, not of record, and described from said plan as follows:

Beginning at an iron pin in the northerly margin of Darbytown Drive, the southwest corner of said Commercial Lot No. 7 on said plan of record; thence with the west line of said Lot No. 7, north 4° 45' east 253.0 feet to an iron pin passing a concrete monument at 249.08 feet; thence north 87° 22' east 201.56 feet to an iron pin in the westerly margin of a 25 foot alley; thence with said margin of said alley; south 4° 52' west 253.00 feet to an iron pin in the northerly margin of Darbytown Drive; thence with said margin of said Drive and along a curve to the left having a radius of 1064.60 feet southwestwardly 160.88 feet to a concrete monument; thence continuing with said margin of said Drive south 83° 53' west 40.40 feet to the point of beginning.

Being part of the property conveyed to Gaines and Gaines Construction Company, Inc. by deed from Lewis Gaines and W. E. Batey, of record in Book 3922, page 496, Register's Office for said County.

This conveyance is made subject to restrictions of record in Book 2294, page 346, made applicable by instrument of record in Book 2298, page 109, and to easements, setback lines, etc. as shown on the plan of record in Book 2133, pages 124 and 125, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John C. Baggett, Isabelle M. Baggett, Terry W. Baggett, and Gerry A. Baggett, heirs and assigns forever. It does covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It does further covenant and bind itself, its successors and assigns heirs and representatives, to warrant and forever defend the title to said real estate to said John C. Baggett, Isabelle M. Baggett, Terry W. Baggett, and Gerry A. Baggett, 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 John C. Baggett, Isabelle M. Baggett, Terry W. Baggett, and Gerry A. Baggett, do hereby transfer and convey unto Vaden Lackey, Jr., 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 John C. Baggett, Isabelle M. Baggett, Terry W. Baggett and Gerry A. Baggett, 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 interst 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.

John C. Baggett, Isabelle M. Baggett,

Now, if we, the said Terry W. Baggett and Gerry A. Baggett, 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 trust 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 John C. Baggett, Isabelle M. Baggett, Terry W. Baggett and Gerry A. Baggett, 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 Vaden Lackey, Jr., Trustee, shall be vested in said successor.

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 Gaines and Gaines Construction Company, Inc and John C. Baggett, Isabelle M. Baggett, Terry W. Baggett and Gerry A. Baggett, hereunto set our hands at Madison, Tennessee, this the 28th day of March 1967

Attest:

Secretary-Treasurer

GAINES AND GAINES CONSTRUCTION COMPANY, INC.

By: President

John C Baggett

Isabelle M. Baggett

TERRY W. BAGGETT

GERRY A. BAGGETT

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mrs. Reba D. Soule, a Notary Public in and for said County and State, the within named John C. Baggett, Isabelle M. Baggett, Terry W. Baggett and Gerry A. Baggett,

the 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 Madison Tennessee, this day of 28th Mch, 1967

Mrs. Reba D. Soule, Notary Public

Commission Expires 1-24-68

STATE OF ~~Tennessee~~ MICHIGAN
~~Davidson~~ OAKLAND County.

Personally appeared before me, GERALD C. GRACE, a Notary Public in and for said County and State, the within named

TERRY W. BAGGETT AND GERRY A. BAGGETT

the 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 FARMINGTON - MICH this 7 day of APRIL, 1967

GERALD C. GRACE, Notary Public.

Commission Expires 5-17-68

Notary Public, Oakland County, Michigan
My Commission Expires May 17, 1968

CONT'D. NEXT PAGE

CONT'D. NEXT PAGE

STATE OF TENNESSEE
Davidson County

Before me, Shirley A. Green, a Notary Public within and for the State and County aforesaid, personally appeared Lewis E. Gaines and Joe Gaines (~~his~~ their) with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary-Treasurer respectively of the Gaines and Gaines Construction Company, Inc. the within named bargainor, a corporation, and that (~~he~~ they) as such President and Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Lewis E. Gaines as such President, and attesting the same by the said Joe Gaines as such Secretary-Treasurer.

Witness my hand and official seal at office at Madison, Tennessee on this the 11th day of April, 19 67

My commission expires July 22, 1970

Shirley A. Green
Notary Public

67335

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 12 10 48 AM '67

NOTED BOOK 116 PAGE 218
RECORDING FEE $ 3.00
DEP. REG. m

Mail to: J. R. Coarsey Realty
P. O. Box 203
Madison, Tennessee

INSTALLMENT DEED

FROM

GAINES AND GAINES

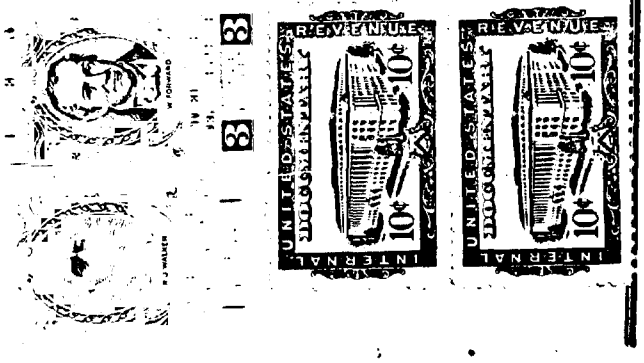
CONSTRUCTION COMPANY, INC.

TO

JOHN C. BAGGETT, ISABELLE M. BAGGETT, TERRY H. BAGGETT AND GERRY A. BAGGETT

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.



PAID APR 12 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ .50
PROBATE
TOTAL $

APR 12 1967

PAID APR 12 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ .50
PROBATE
TOTAL $

APR 12 1967