FILE IN BOX 4

BOOK 5236 PAGE 935

77-11-67

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
WILLIAM C. McCULLOUGH and wife, ARAMINTA M. McCULLOUGH, and JAMES W. PICKLE and wife, CHARLOTTE C. PICKLE

TO
HOWARD L. CAUGHRON and wife, MARGUERITE CAUGHRON

For draftsman's use

THIS INSTRUMENT PREPARED BY
FOLEY & WEISS, ATTYS.
SUITE 903 FIDELITY FEDERAL BLDG.
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard L. Caughron (NAME)	Owners (NAME)	2 — 11 KS
707 Tuckahoe (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, TN 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

E 43340

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

Dec 27 11 48 AM '77

FELIX Z. WILSON JR REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 60,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF November, 1977

Notary Public

MY COMMISSION EXPIRES: 11-7-78

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTY THOUSAND AND NO/100 ($60,000.00) DOLLARS

of which $ 7,000.00 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 (1) executed their promissory note of even date herewith to William C. McCullough and wife, Araminta M. McCullough, and James W. Pickle and wife, Charlotte C. Pickle, in the original principal amount of $5,000.00 due in six (6) months from date and (2) executed a promissory note of even date in the original principal amount of $48,000.00 payable in 120 monthly installments of $608.05 beginning January 1, 1978, balance December 1, 1988.

The grantors herein agree to release said property upon the payment of 90% of the proceeds from the sale of any portion thereof.

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 expresly retained on the land herein conveyed,

WILLIAM C. McCULLOUGH and wife, ARAMINTA M. McCULLOUGH, and JAMES W. PICKLE and wife, CHARLOTTE C. PICKLE,

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

HOWARD L. CAUGHRON and wife, MARGUERITE CAUGHRON,

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

SEE ATTACHED

DEC27	CONV	60,000.00			
DEC27	MORT'G	53,000.00			
DEC27	S'TAX		B*	156.00	
DEC27	S'TAX		B*	51.00	
DEC27	PR'FEE		B*	.50	
DEC27	W'DEED		B*	10.00	* 217.50

This is unimproved (X) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 J. J. Foley, 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 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 $ ins. 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, 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 30th day of November 19 77.

William C. McCullough — WILLIAM C. McCULLOUGH
Araminta M. McCullough — ARAMINTA M. McCULLOUGH
James W. Pickle — JAMES W. PICKLE
Charlotte C. Pickle — CHARLOTTE C. PICKLE
Howard L. Caughron — HOWARD L. CAUGHRON
Marguerite Caughron — MARGUERITE CAUGHRON

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 William C. McCullough, Araminta M. McCullough, Howard L. Caughron and Marguerite Caughron, the bargainor.S, 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 30th day of November, 19 77.

Notary Public.

Commission expires 11-7-79 ~~6-7-80~~

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 James W. Pickle and Charlotte C. Pickle, the bargainor S, 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 23rd day of December, 19 77.

Notary Public.

Commission expires May 1, 1979

A tract of land lying near the Town of Ridgetop and being partly in the 12th Civil District of Robertson County, Tennessee, and partly in the 10th, formerly the 20th Civil District of Davidson County, Tennessee, and being part of the property formerly owned by J. J. Jones and wife, Zella Jones; South and southwest of U. S. Highway No. 41-E, described as follows, to-wit:

BEGINNING at a point in the center of U.S. Highway No. 41-E, said beginning point being the southeast corner of the property conveyed to J. J. Jones and wife, Zella Jones, by deed from Watauga Sanitarium Company, as of record in Book 1224, page 436, Register's Office for Davidson County, Tennessee, and in Deed Book 96, page 497, Register's Office for Robertson County, Tennessee; thence leaving said Pike North 88-3/4° West 102 poles to a stone with chestnut oak pointers, the northeast corner of a 3.43 acre tract conveyed to Edmund D. Baxter by deed from James Coggins of record in Book 262, page 491, Register's Office for Davidson County, Tennessee, and being part of the land herein described; thence South 27° west 22.4 poles to a black oak; thence south 88-½° West 8.28 poles to two hickory trees; thence North 79-½° West 8.2 poles to a chestnut oak; thence North 30° West 13.5 poles to a chestnut oak; thence North 52° West 12.56 poles to a stone; thence North 1-3/4° East 28 poles to a stone; thence North 66° West 20 poles to a stone; thence South 80° West 21 poles to a stone; thence North 14° West 20.30 poles; thence North 14° West 39.7 poles; thence South 86° East 36 poles to the west line of a graveyard; thence with the west line of said graveyard, South 1° West 2 poles; thence South 89° East 4 poles; thence North 1° East 6.78 poles to the northeast corner of said graveyard; thence North 89° West 6.61 poles to a stake; thence North 42 West 43.8 poles to a stake; thence North 47° East 196.9 feet, more or less with the original line, to the southwest corner of the un-numbered tract adjoining tract 9 of the Pickle Subdivision, the tract conveyed to Marvin E. Sears by deed of record in Deed Book 124, page 472 Register's Office for Robertson County, Tennessee; thence South 56° 12' east, with the southerly margin of tract 9 in said subdivision, 141.8 feet to a point, the southwest corner of tract 8 in said Subdivision; thence South 54° 54' East 200 feet with the southerly margin of Tract 7 and 8 to a point, the common corners of tracts 6 and 7 of the said subdivision thence South 57° 15' East 112.8 feet with the southerly margin of tract 6 to a point; thence South 60° 21' East 110 feet, with the southerly margin of tract 5 in said subdivision to a point; thence South 61° 14' East 200 feet with the southerly margin of tract 4 and 3 in said subdivision to a point; thence South 68° 10' East 150.1 feet with the southerly margin of tract 2 to a point; thence South 85° 04' East 162.2 feet to a point; the southeast corner of tract 1 in said subdivision; thence north 3° 45' West 225 feet, more or less, to the center of Old Springfield Road; thence North 86° 15' East 577.9 feet, more or less, with said road to a point in the center of said road; thence North 4° 16' West 155.3 feet, more or less, partly with the easterly margin of tract 10 in said subdivision to a monument in the right of way line of U. S. Highway 41-E, the northeasterly corner of said tract 10; thence in a southeast-erly direction with the west margin of the right-of-way, of U.S. High-way 41-E, to an iron pin located 222.45 feet, more or less, south of the intersection of the city limits of Ridgetop with said right of way, said iron pin being located 33.7 feet from the pavement in the westerly margin of right-of-way of said highway, and being the northeast corner of the tract conveyed to Herbert Jones, by deed from V. H. Pickle et ux, of record in Book 3314, page 615, Register's Office for Davidson County, Tennessee; thence with Jones' ling; South 64° 50' West 181.32 feet to an iron pin; thence South 25° 10' East 110 feet with Jones' line to an iron pin; thence North 64° 50' East 176.7 feet, with Jones' line, to an iron pin in the right of way of said highway; thence easterly to the center line of U.S.Highway 41-E, thence with the center line of said highway, in a southeasterly direction to the point of beginning, containing 1.25 acres, more or less.

BEING part of the same property conveyed to V. H. Pickle by deed vesting ½ undivided interest from J. J. Jones and wife, Zelle Jones, of record in Book 1338, page 204, Register's Office for Davidson County, Tennessee, and of record in Deed Book 100, page 397, Register's Office for Robertson County, Tennessee, and a ½ undivided interest by deed from Frank Grimes, of record in Book 3403, page 103, Register's Office for Davidson County, Tennessee, and of record in Deed Book 130, page 211, Register's Office for Robertson County, Tennessee.

A certain tract or parcel of land in the 12th Civil District of Robertson County, Tennessee, being tracts Nos. 6 and 7 on the un-recorded plan of the Pickle Subdividision, made by Hickerson-Miller, Engineers-Surveyors, dated June 9, 1958, described as follows:

BEGINNING on the southwesterly corner of tract 7, the southeast corner of the tract No. 8 conveyed to_____, by deed from V. H. Pickle et al of record in Deed Book_____, Page_____, Register's Office for said County, running thence with the easterly margin of tract 8 in a northeasterly direction, 200 feet to a stake in the south margin of the Old Springfield Pike; thence with the south margin of said pike, South 54° 54' East 110.7 feet, passing the corner of tracts 7 and 6 at 100 feet to a monument; thence with the margin of said pike around a curve with a radius of 1,380.5 feet in an easterly direction 89.3 feet to a stake, the northeast corner of tract 6, and corner to tract 5 conveyed to Fred E. Darseweh by V.H. Pickle et al, of record in Deed Book 122, page 537, said Register's Office; thence in a southwesterly direction with the westerly line of tract 5, 200 feet to a stake, corner to tracts 5 and 6; thence North 57° 15' West 112.8 feet to a stake, corner to tracts 6 and 7; thence North 54° 54' West 100 feet to the beginning.

BEING the same property conveyed to Lena Pickle, by deed from Mrs. Marvin C. Collins, as of record in Deed Book 136, page 219, Register's Office for Robertson County, Tennessee, Book #3920, Page 401.

A certain tract or parcel of land in the 12th Civil District of Robertson County, Tennessee, being Lots Nos. 1, 2 and 3 on the plan of Pickle Subdivision, not of record, and described together according to a survey made by Hickerson-Miller, Engineers-Surveyors, dated June 9, 1958, as follows:

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

BEGINNING at a concrete monument in the southerly margin of Old Springfield Pike, same being the northeasterly corner of Lot No. 1; thence with the easterly boundary of said Lot No. 1, South 3° 45' East 200.0 feet to a stake, the southeasterly corner of Lot No. 1; thence with the southerly boundary of Lot No. 1, North 85° 04' West 162.2 feet to a stake, the common corners of Lots Nos. 1 and 2; thence with the southerly boundary of said Lot No. 2, North 68° 10' West 150.1 feet to a stake, the common corners of Lots Nos. 2 and 3; thence with the southerly boundary of said Lot No. 3, North 61° 14' West 100.0 feet to a point, the common corners of Lots Nos. 3 and 4; thence with the line between said Lots Nos. 3 and 4, northeastwardly 200.0 feet to a point in the southerly marg'n of said Old Springfield Pike; thence with said margin, southeastwardly, 120.4 feet to a monument; thence continuing with said margin and curving slightly, eastwardly 179.6 feet to the beginning.

BEING part of the same property conveyed to Lena Pickle, by deeds from W. F. Grimes, or Frank B. Grimes, being one and the same person, of record in Book 136, page 474, Register's Office for Robertson County, Tennessee.

BEGINNING at a point in the northerly margin of Baxter Lane, Worley's southeast corner, running thence with Worley's line N. 41° West 577 feet to Christmas' corner; thence N. 47° East 205.9 feet to a point in Christmas' line, a corner of Pickle; thence South 42° East 722 feet; thence S. 89° East 35.5 feet; thence S. 1° West 78.5 feet with cemetery to the margin of Baxter Lane; thence N. 86° West 255.7 feet to the beginning, containing 3.22 acres, more or less.

BEING a portion of the property conveyed to Lena Pickle, by deed from Leonard Christmas and wife, Nokie L. Christmas, of record in Book_____, Page _____, Register's Office for Robertson County, Tennessee.

Included in the above description but excluded from this Deed of Trust conveyance is the land conveyed to Crest Developement Company of record in Book 149, Page 562, Register's Office for Robertson County, Tennessee.

Land in Robertson and Davidson Counties, State of Tennessee, described as follows, to-wit:

TRACT NO. 1: A tract of land being partly in the 12th Civil District of Robertson County, Tennessee, and partly in the 10th Civil District of Davidson County, Tennessee, beginning at an iron pin, a corner to Tom Cruther and the V. H. Pickle Subdivision, the most northerly point of this land; thence with said Subdivision line as follows: South 50 degrees 16 minutes east 241.8 feet; south 48 degrees 54 minutes east 100 feet; south 51 degrees 15 minutes east 112.8 feet, south 54 degrees 21 minutes east 210 feet; South 55 degrees 14 minutes east 100 feet and south 62 degrees 10 minutes east 150.1 feet to an iron pin, corners to Lots 1 and 2 of said Subdivision and a corner to V. H. Pickle; thence with the line of said Pickle, South 17 degrees 20 minutes west 218 feet to an iron pin in the center of the Baker's Station Road at its intersection with the Baxter Lane; thence with the center of said Baker's Station Road and the line of said Pickle as follows: South 60 degrees 15 minutes west 36 feet; south 21 degrees 40 minutes west 307 feet; south 61 degrees 35 minutes west 77.1 feet; north 95 degrees 30 minutes west 70.4 feet; north 67 degrees 55 minutes west 98 feet; south 85 degrees 20 minutes west 204.2 feet; south 58 degrees 15 minutes west 75.3 feet; south 29 degrees 10 minutes west 81.9 feet; south 4 degrees 20 minutes east 93.6 feet; south 6 degrees 35 minutes west 97.5 feet; south 28 degrees 55 minutes west 107.8 feet to an iron pin, a corner of said Pickle; thence north 14 degrees west 775.6 feet to an iron pin in an old fence line; thence with said old fence line south 85 degrees 15 minutes east 601 feet to a point in the west line of a cemetery, a corner to property conveyed to V. H. Pickle by deed of record in Deed Book 117, page 333, in Register's Office for Robertson County, Tennessee; thence with the fenced line of said cemetery as follows: south 4 degrees west 33 feet to a post; south 86 degrees east 73 feet to a post; north 4 degrees east 68 feet to a post; thence with the lines of said cemetery and the last mention PicMe property north 86 degrees west 108.5 feet to a point, a corner in the line of said Pickle; thence with the line of said PicMe north 38 degrees 30 minutes west 720 feet, more or less, to an iron pin, a corner to said Pickle in the line of Christmas; thence with the line of said Christmas north 46 degrees east 200 feet to the beginning, containing 13.3 acres, more or less.

Being part of the same property conveyed to V. H. Picle and Phil Davis by deed from J. J. Jones and wife, of record in Book 1338, page 204, Register's Office for Davidson County, Tennessee, and in Book 100, page 397, Register's Office for Robertson County, Tennessee. The said Phil Davis having conveyed his undivided one-half interest to Frank Grimes, and the said Frank Grimes conveying said undivided one- half interest to V. H. Pickle by deed of record in Book 3403, page 103, Register's Office for Davidson County, Tennessee, and in Book 130, page 211, Register's Office for Robertson County, Tennessee.

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TRACT NO. 2: A tract of land in the 12th Civil District of Robertson County, Tennessee, at Ridgetop, beginning at an iron pin in the south easterly line of Christmas, said pin being 200 feet south westerly with said line from the south westcorner of the V. H. Pickle Subdivision, thence with the line of Pickle property south 38 degrees 30 minutes east 720 feet, more or less, to a point; thence so 86 degrees east 35.5 feet to the north west corner of a cemetery; thence with said cemetery line south 4 degrees west 35 feet to a point, a corner to Pickle property; thence north 95 degrees 15 minutes west 267 feet to an iron pin at an old fence corner; thence with said old fence north 39 degrees 30 minutes west 577 feet, more or less, to an iron pin, a corner to aforesaid Christmas; thence with the line of said Christmas north 46 degrees east 205 feet to the beginning, containing 3.4 acres, more or less,
Being the same property conveyed to Lena Pickle, by deed from Leonard Christmas and wife, Nokie L. Christmas, of record in Deed Book 137, page 333, Register's Office for Robertson County, Tennessee.

TRACT NO. 3: Property located within the 12th Civil District of Robertson County, Tennessee, and the 10th Civil District of Davidson County, Tennessee, more particularly described as follows:
Being Lots 2, 3, 6, and 7 of the V. H. Pickle Subdivision, a plat of which appears of record in Plat Book 2, page 119, Register's Office for Robertson County, Tennessee, to which record reference is hereby made for a complete description of said lots.

Being part of the same property conveyed to Lena Pickle by deed from Mrs. Marvin C. Collins, in Deed Book 136, page 219, Register's Office for Robertson County, Tennessee, and Book 3920, page 401, Register's Office for Davidson County, Tennessee, and also being a part of the property conveyed to Lena Pickle by W. F. Grimes, of record in Deed Book 136, page 474, Register's Office for Robertson County, Tennessee.

TRACT NO. 4: A tract of land partly in the 12th Civil District of Robertson County, Tennessee, and partly in the 10th Civil District of Davidson County, Tennessee, and further described as being Lot No. 1 of the V. H. Pickle Subdivision, of record in Plat Book 2, page 119, Register's Office for Robertson County, Tennessee; and a tract of land adjacent to adn immediately south of said Lot No. 1, described according to a survey made by John Robert Alley, Surveyor, dated August 24, 1970, as follows:

Beginning at a point located at the southeasterly corner of Lot No. 2 and the southwesterly corner of Lot No. 1 of the said V. H. Pickle Subdividision, of record in Plat Book 2, page 119, Register's Office for Robertson County, Tennessee; thence in a northerly direction along the line between said Lots Nos. 1 and 2, 200 feet to a point; thence in a southwesterly direction 100 feet to a point in the westerly margin of Baxter Lane; thence along the said margin of said Lane, and in a Southerly direction 200 feet to a point, said point being the southeasterly corner of Lot No. 1; thence continuing South 8 degrees 45 minutes east 106 feet to a point in the center of Baxter Lane; thence south 65 degrees 40 minutes west along the center of Baxter Lane, 179.6 feet to an iron pin; thence leaving the center line of Baxter Lane, north 17 degrees 20 minutes east 218 feet to the point of beginning.

Being part of the same property conveyed to Lena Pickle by deed from Mrs. Marvin C. Collins in Dedd Book 136, page 219, Register's Office for Robertson County, Tennessee, and Book 3920, page 401, Register's Office for Davidson County, Tennessee, and also being part of the property conveyed to Lena Pickle, by W. F. Grimes, of record in Book 136, page 474, Register's Office for Robertson County, Tennessee, and being part of the same property conveyed to V. H. Pickle and Phil Davis by deed from J. J. Jones and wife, of record in Book 1338, page 204, Register's Office for Davidson County, Tennessee, and in Book 100, page 397, Register's Office for Robertson County, Tennessee. The said Phil Davis having conveyed his undivided one-half interest to Frank Grimes, and the said Frank Grimes conveying said undivided one-half interest to V. H. Pickle by deed of record in Book 3403, page 103, Register's Office for Davidson County, Tennessee, and in Book 130, page 211, Register's Office for Robertson County, Tennessee.

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