BOOK 5461 PAGE 132

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Kenneth Earl Dill, et ux

TO

Lannie Y. McGeHee, et ux

For draftsman's use

This instrument prepared by:
Theodore H. Pailet, Attorney
1906 South Street
Nashville, Tennessee 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lannie Y. McGeHee, et ux (NAME)	Same (NAME)	Map 17
3827 Saunders Ave (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 199
Nash (CITY) TN (STATE) 37216 (P. O. ZIP)	(CITY) (STATE) (ZIP)	IOD-5955

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUL 6 2 38 PM '79

FELIX Z. MANSON II REGISTER
DAVIDSON COUNTY, TENN.

F. 38592

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6 DAY OF July 1979.

Notary Public

MY COMMISSION EXPIRES April 25, 1980

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-five thousand----------
----------($35,000.00)---------- DOLLARS

of which $ 14,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees executed their promissory note, of even date herewith, in the principal sum of $21,000.00, payable to the order of Kenneth Earl Dill and wife, Noma Jane Dill, in semi-annual installments of $4,038.66, which includes interest at the rate of eight and one-half (8½%) percent per annum, beginning on the 1st day of January 1980 and continuing each six months through July 1, 1982.

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, Kenneth Earl Dill and wife, Noma Jane Dill

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Lannie Y. McGeHee and wife, Joanne B. McGeHee

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

See Exhibit "A" attached hereto

The said Norma Jane Dill and Noma Jane Dill being one and the same person.

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 Theodore H. Pailet 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 outcery, 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 6th day of July 1979.

Kenneth Earl Dill — Lannie Y. McGeHee

Noma Jane Dill — Jeanne B. McGeHee

STATE OF New Mexico
COUNTY OF BERNALILLO

Personally appeared before me, JERRY HATTOX, a Notary Public in and for said County and State, the within named Kenneth Earl Dill and Noma Jane Dill

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 Albuquerque, N. Mexico Bernalillo County this 25th day of June, 1979

Jerry Hattox, Notary Public

Commission expires August 21, 1980

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, A.C. Sloan, a Notary Public of the State and County aforesaid personally appeared Lannie Y. McGeHee and Jeanne B. McGeHee, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand at office in Goodlettsville, Tennessee this 6th day of July 79

A. C. Sloan, Notary Public

Commission expires April 30, 1980

EXHIBIT "A"

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DESCRIPTION:

Land in the 10th, formerly the 20th Civil District of Davidson County, Tennessee, described as follows:

Beginning at the northeast corner of the farm of Mrs. Fannie W. Parrish in the 10th Civil District of said County, in the center of the road (lower Walker's Creek), being also the northwest corner of a tract of land now owned by C. W. Waggoner, running thence along the center of said road in a westerly direction 43 poles to a point in the road 15 poles east of a hickory and beech; thence west 15 poles to said northwest corner; thence south 46 poles along the east boundary line of 5-½ acres of land conveyed by James A. White and wife, to Keziah Trenary by deed of record in Book 62, page 298, Register's office for said County, to a beech, the southeast corner of said 5-½ acres; thence west 11 poles to a beech, W. B. Trenary's northeast corner; thence with his easterly line south 39 deg. west 47-½ poles to a red elm, his southeast corner, thence with J.V. Hitt's north line south 87-½ deg. east 24 poles to locust corner post, thence with J.B. Hitt's east boundary south 27-½ deg. west 56-½ poles to the center of Union Hill Pike, thence with the said Pike south 47-½ deg. east 12-½ poles to a point in the center of Pike, being Paul Owen's formerly J.S. Fryer's corner; thence north 26 deg. east 26-1/3 poles to a rock; thence to a rock south 78 deg. east 18 poles to a rock, thence south 2 poles to an ash, thence east 36 poles to a stake, the southeast corner of said farm in C. W. Waggoner's west line, thence with his line as follows: north 2 deg. east 26-2/5 poles to a beech; thence westerly 12 poles to a persimmon tree; thence north about 39 deg. east 57 poles to a stake, thence north 56-½ poles, more or less, the beginning, containing 50 acres and 14 poles, more or less.

Begin the same property conveyed to Kenneth Earl Dill and wife Norma Jane Dill, by deed from Jerry L. Thacker and wife Billie Ann Thacker, of record in Book 5003, page 111, Register's Office for Davidson County, Tennessee.

Included in the above description, but expressly excluded therefrom is that portion of the property conveyed to Robert L. Barry and wife Peggy L. Barry, by deed from Kenneth Earl Dill and wife Norma Jane Dill, of record in Book 5009, page 670, Register's Office for Davidson County, Tennessee, described as follows:

Being in the former 10th Civil District of Davidson County, located on Union Hill Road, and further described as follows:

Beginning at an iron pin in the North right-of-way of Union Hill Road (a 50 foot right-of-way); thence with Cecil L. Hitt North 28 degrees 00 minutes 00 seconds East 896.62 feet to an iron pin, thence with same North 86 degrees 45 minutes 27 seconds West 364.82 feet to an iron pin by an elm, thence with Bobby L. Hitt North 39 degrees 50 minutes 50 seconds East 70.21 feet to an iron pin, thence with Clyde Darnell and Delton E. Keen, et ux North 36 degrees 14 minutes 14 seconds East 353.11 feet to an iron pin; thence with Dill along a new line South 85 degrees 00 minutes 00 seconds East 1175.88 feet to an iron pin, thence with Waggoner South 39 degrees 33 minutes 15 seconds West 555.68 feet to an iron pin, thence with same South 45 degrees 31 minutes 54 seconds East 158.00 feet to an iron pin, thence with same South 02 degrees 54 minutes 51 seconds East 446.78 feet to an iron pin, thence with Owens North 86 degrees 12 minutes 48 seconds West 646.80 feet to an oak stump, thence with same North 24 degrees 00 minutes 00 seconds East 33.00 feet to a set stone, thence with same North 75 degrees 55 minutes 19 seconds West 297.00 feet to an iron pin, thence with same South 29 degrees 28 minutes 27 seconds West 402.08 feet to an iron pin in the North margin of Union Hill Road; thence with said right-of-way North 47 degrees 00 minutes 00 seconds West 206.93 feet containing 25.00 acres more or less by survey of Southern Land & Associates, Inc., March 16, 1976.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5461 PAGE 135

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			35000.00- CO	
			21000.00- MO	
			91.00 CO TX	
			15.00 MO TX	
			.50 PRFE	
			9.00 WDED	
			CHECK 119.50-	
4550A07/06/79			BAL .0.	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 38592

IDENTIF. REFERENCE

JUL 6 2 38 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 695335