Installment Deed

BOOK 5072 PAGE 51

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Kenneth L. McNeese (NAME)	(NAME)	Map 121
1455 Pleasant Hill Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Part of Par 235
Mcewen Tenn. 37214 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY-SIX THOUSAND FIVE HUNDRED SIXTY AND NO/100 ($26,560.00)----------*Dollars,*

of which -------SIX THOUSAND SIX HUNDRED FORTY AND NO/100 ($6,640.00)-----

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder NINETEEN THOUSAND NINE HUNDRED TWENTY AND NO/100 ($19,920.00)----------*Dollars,*

Kenneth L. McNeese and wife, Marilyn J. McNeese

have executed

an installment deed note in the principal amount of $19,920.00 payable to the order of Cecil E. Waggoner and wife, Margie Ann Waggoner. Said note being payable in 20 semi-annual payments of $996.00 each, plus interest at the rate of 9% per annum, with the first installment being due and payable December 1, 1983 and thereafter on the same day of each six month period a like amount, plus interest as set out above is due and payable until the entire amount, both principal and interest have been paid in full. Payment dates being December 1 and June 1 of each year, beginning December 1, 1983.

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,

Cecil E. Waggoner and wife, Margie Ann Waggoner

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

Kenneth L. McNeese and wife, Marilyn J. McNeese, their

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

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

Land lying and being in the 3rd Civil District of Davidson County, Tennessee and described according to a survey made by John D. McCormick, May 1, 1983 as follows to wit:

Beginning at the southwest corner of the property conveyed to Kenneth L. McNeese and wife, Marilyn J. McNeese by deed of record in Book 5384, page 736, Register's Office for Davidson County, Tennessee, being the southeast corner of the property herein conveyed; thence north 2 deg. 33' east 537.1 feet to the southeast corner of the property conveyed to William A. Dye, et ux by deed of record in Book 5252, page 537, Register's Office for Davidson County, Tennessee; thence with the southerly line of the Dye property north 86 deg. 30' west 306.2 feet to the southwest corner of the Dye property and the southeast corner

(Continued)

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Sain, P.C.

Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 26560.00

Affiant

Subscribed and sworn to before me, this the 8 day of June, 1983

Notary Public

My commission expires: 10-14-86

(Affix Seal)

of the Paul Edward Pigue property of record in Book 5316, page 826, Register's Office for Davidson County, Tennessee; thence south 4 deg. 10' east 550.8 feet to an iron pin; thence south 88 deg. 38' east 230.8 feet to the point of beginning, and containing 3.32 acres more or less.

Being part of the property conveyed to Cecil E. Waggoner and wife, Margie Ann Waggoner by deed from Alfred Pulley of record in Book 2741, page 175, Register's Office for Davidson County, Tennessee.

The above described property is not conveyed as a building site as same does not have public road frontage but is sold as an addition to Kenneth L. McNeese and wife, Marilyn J. McNeese adjoining property.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Kenneth L. McNeese and wife, Marilyn J. McNeese, their ~~XXXXXXX~~, *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 said real estate to said* Kenneth L. McNeese and wife, Marilyn J. McNeese, their ~~XXXXXXX~~, *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 Kenneth L. McNeese and wife, Marilyn J. McNeese *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 loss, 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 8 *day of* June, *19* 83

Marilyn J. McNeese
Kenneth L. McNeese
Cecil E Waggoner
Margie Ann Waggoner

H 52966

IDENTIF. REFERENCE

JUN 9 10 12 AM '83

FELIX E. WHITE, CLERK & REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Kimberly L. Simpkins *a Notary Public in and for said County and State,* Cecil E. Waggoner and wife, Margie Ann Waggoner and Kenneth L. McNeese and wife, Marilyn J. McNeese

the within named 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* 8th *day of* June, *19* 83.

Kimberly L Simpkins *Notary Public*

Commission expires 1-21-84

OFFICIAL RECEIPT

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

BOOK 6072 PAGE 54

RECEIVED OF _____

FOR _____

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			265.00- CO	
			1900.00- MO	
			65.16 CO TX	
			17.50 MO TX	
			.50 PRFEE	
			5.00 MDEED	
			CHECK	96.36-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5 2 9 6 6

IDENTIF. REFERENCE

JUN 9 10 12 AM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 954991