Mail to J. K. Woodard
415 E. Main St
Hendersonville, Tenn.
37075

INSTALLMENT DEED

ADDRESS NEW OWNER: Alan W. McMillen, et ux
Stewarts Ferry Pike
Lebanon, Tenn.

SEND TAX BILLS TO: Same

MAP-PARCEL 121-224.00

BOOK 6284 PAGE 672

FOR AND IN CONSIDERATION of the sum of **FORTY THREE THOUSAND & NO/100** ---------- DOLLARS ($**43,000.00**), of which $ 12,500.00 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 executed their promissory note of even date herewith to the GRANTOR in the amount of $30,500.00 payable in payments of $15,000.00 plus accrued but unpaid interest to the date of payment at the rate of 12% per annum on August 16, 1985, and then a final payment of $15,500.00 plus accrued but unpaid interest to the date of payment at the rate of 12% per annum on August 16, 1986

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. The **GRANTEES** agree and bind themselves, their heirs and assigns, that as long as there is any balance remaining unpaid on said note, that without the prior written consent of the **GRANTOR** or his heirs: (1) No live trees will be cut or removed from the herein described property, nor will any of the land be cleared; (2) the herein described property nor any part thereof will be conveyd to a Third Party. These conditions shall be covenants running with the land and shall remain in full force and affect until the lien of this Installment Deed is released.

L. D. C. TRAYLOR hereinafter called the GRANTORS, have this day bargained and sold, and do hereby transfer and convey unto **ALAN W. McMILLEN and wife, CYNTHIA H. McMILLEN**, herein called GRANTEES, their heirs and assigns, certain real estate in **Davison** County, Tennessee, as follows:

LAND in the Third Civil District of Davidson County, Tennessee, per an unrecorded survey by G. Barry Greer dated September 12, 1977, and being Tract No. 2 on said survey described as follows:

BEGINNING at a point on the easterly margin of Pleasant Hill Road, being North 5 deg. 44 min. East 1078.0 feet, more or less, from the intersection of Couchville Pike and Pleasant Hill Road; thence along the easterly margin of Pleasant Hill Road North 5 deg. 44 min. East 270.0 feet to a point; thence South 84 deg. 15 min. 34 sec. East 982.32 feet to a point; thence South 5 deg. 59 min. West 270.0 feet to a point; thence North 84 deg. 15 min. 34 sec. West 981.16 feet to the point of beginning; containing 6.1 acres more or less.

BEING the same property conveyed to D. C. TRAYLOR by Deed from D. C. TRAYLOR, Trustee of record in Deed Book 5225, Page 867, Register's Office for Davidson County, TN.

SAID CONVEYANCE IS MADE SUBJECT TO RESTRICTIONS OF RECORD IN BOOK 5225, PAGE 867, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

FOR REFERENCE OF TITLE, SEE DEED BOOK 4483, PAGE 159, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AS TO GRANTOR CONVEYING SINGULAR WITHOUT JOINDER OF SPOUSE.

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This is (~~xxxxxxxxx~~/unimproved) property known as Pleasant Hill Road,

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 DON CLIFF TRAYLOR, 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 insurable 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 Courthouse

in said county to the highest bidder for cash, at public outcry, free from the equity of redemption/ rights of redemption including but not limited to TCA 66-8-101, 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.

Whenevever 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 26th day of April, 1984.

D. C. Traylor
D. C. TRAYLOR

Alan W. McMillen
ALAN W. McMILLEN

Cynthia H. McMillen
CYNTHIA H. McMILLEN

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named D. C. TRAYLOR, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee, this the 24th day of April, 1984.

NOTARY PUBLIC

My Commission Expires: Jan. 25, 1988

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, ALAN W. McMILLEN the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee, this the 7th day of ~~April~~ May, 1984.

NOTARY PUBLIC

My Commission Expires: Jan. 25, 1988

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, CYNTHIA H. McMILLEN, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient evidence, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee, this the 24th day of April, 1984.

NOTARY PUBLIC

My Commission Expires: Jan. 25, 1988

STATE OF TENNESSEE

COUNTY OF

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, the bargainor, with whom I am personally acquainted or proved to me on the

basis of sufficient evidence, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at _____, Tennessee, this the _____ day of _____, 198___.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF SUMNER

The actual consideration or value, whichever is greater, for the transfer of this property is $ 43,000.00.

_____
Affiant

Sworn to and subscribed before me on this the 7th day of ~~April~~ May, 1984.

_____
Notary Public

My Commission Expires: Jan 25 1988

RUSH

I 1 9 6 9 7

IDENTIF. REFERENCE

MAY 3 12 28 PM '84

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6284 PAGE 677

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			43000.00- CAMT.	
			30500.00- MAMT.	
			111.80 CSTAX	
			28.50 MSTAX	
			.50 PRFEE	
			15.00 ADDED	
			CHECK	15".30-
			3640A05/03/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 19697

IDENTIF. REFERENCE T

MAY 3 12 28 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 33145