This instrument was prepared by:

Installment Deed

STINNETT, WILKINSON & WILSON, Attorneys, 108 South Main St., Ashland City, TN 37015.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Dennis W. Waide, et ux	Same	MAP 30
(NAME:)	(NAME:)	P/O Par 36.1
440-A Campbell Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, TN 37072		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6508 PAGE 686

FOR AND IN CONSIDERATION of the sum of Twenty thousand and 00/100 ($20,000.00)---------- *Dollars, of which* Two thousand and 00/100 ($2,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Eighteen thousand and 00/100 ($18,000.00) *Dollars,*

Dennis W. Waide and wife, Cathy A. Waide *have executed*

their joint vendor's lien note, of even date herewith, payable to the order of JAMES I. CALDWELL, III, and DAVID R. WADE, III, in the principal sum of $18,000.00, in monthly installments as follows: on the 1st day of April, 1985, the sum of $200.00, and thereafter the same or like amount due on the 1st day of each consecutive month, until paid in full. This note bears interest from date at the rate of 10% per annum, and is included in said monthly installments.

Total principal indebtedness under any contingency is $18,000.00.

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, James I. Caldwell, III, and David R. Wade, III, *have this day bargained and sold, and do hereby transfer and convey unto the said* Dennis W. Waide and wife, Cathy A. Waide, and their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

BEGINNING at a point in the centerline of Bear Hollow Road, the same being the southeast corner of a 10 acre tract heretofore conveyed to Crook and the southwest corner of the tract herein conveyed; thence North 3° 50' 01" East 239.92 feet to an iron pin; thence North 29° 49' 11" East 609.34 feet to an iron pin; thence North 3° 50' 04" East 300 feet to an iron pin in Lonnie Baxter's south line; thence with Baxter's south line, South 87° 26' 16" East 222.36 feet to an iron pin; thence South 3° 50' 04" West 1329.74 feet to a point in the centerline of Bear Hollow Road; thence with the centerline of said Road, North 83° 27' 04" West 302.83 feet and around a curve having a radius of 1271.24 feet, 188.34 feet to the beginning, containing 10.00 acres, more or less, according to survey of Randolph Chapdelaine, Number 1444, dated March 6, 1985.

BEING a part of the same property conveyed to James I. Caldwell, III, and David R. Wade, III, by deed from Clyde Filmore Baxter, of record in Book 6503, page 736, Register's Office for Davidson County, Tennessee.

Grantors reserve a 50 foot right of way for ingress and egress easement running east and southeast from the west line to the east line of the above described property and beginning at the point where the easement ends in the tract of land heretofore conveyed to Crook and reserved by grantors in that deed. *see back for restrictions.

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Cheatham

The actual consideration or value whichever is greater, for this transfer is $ 20,000.00

Subscribed and sworn to before me, this the 9th day of March, 1985

James H. Stinnett, Jr. Affiant

My commission expires: 7-24-88 (Affix Seal)

Grace Dallimore Notary Public

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 Dennis W. Waide and wife, Cathy A. Waide, and their *(successors), 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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dennis W. Waide and wife, Cathy A. Waide, and their *(successors), 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 Dennis W. Waide and wife, Cathy A. Waide *hereinafter referred to as trustors, hereby transfer and convey unto* Wm. G. Wilkinson, *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 $ insb. value *, 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.*

03/12 74.50- CHECK

7874

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.

*statutory right of redemption,

BOOK 6508 PAGE 687

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 Registers 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.

Witness our hands this 9th day of March, 1985, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

David R. Wade III — Dennis W. Waide

James I. Caldwell III — Cathy A. Waide

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, James I. Caldwell, III, and David R. Wade, III; AND Dennis W. Waide and wife, Cathy A. Waide,

the within named 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 Ashland City, Tennessee, this 9th day of March, 1985.

Grace Hallum
Notary Public

Commission expires 7-24-88

*This conveyance is subject to the following restrictions:

1. All dwellings to have completed exteriors, including water, overflows, septic tank, electricity, underpinning being completely covered from dwelling to grade;

2. No vehicles of any kind on said property, except with current year licenses.

INSTALLMENT DEED

FROM
JAMES I. CALDWELL, III, ET AL

TO
DENNIS W. WAIDE, ET UX

188498

MAIL UNIT

IDENTIF. REFERENCE

MAR 12 1 46 PM '85

DAVIDSON COUNTY, TN

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

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

RECEIVED OF _____

FOR _____

BOOK 6508 PAGE 688

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

20000.00- CAMT
18000.00- MAMT
52.00 CSTAX
16.00 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 74.50-
7874A03/12/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 8 8 4 9 8

IDENTIF. REFERENCE

MAR 12 1 46 PM '85

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 115083