BOOK 6574 PAGE 896

INSTALLMENT DEED

FROM

BOBBY HUFF et ux

TO

H. MICHAEL HAYNES et ux

For draftsman's use

This instrument was prepared by:

STINNETT, WILKINSON & WILSON
Attorneys at Law
108 South Main Street
Ashland City, Tennessee 37015
File No. 1768

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H. Michael Haynes et ux (NAME)	Same (NAME)	11-DZ-16300
231 W. Old Hickory Blvd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
MADISON NASHVILLE TN. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

J.10571

IDENTIFICATION REFERENCE

JUN 6 8 18 AM '85

REGISTER OF DEEDS
DAVIDSON COUNTY, TN

MAIL ENV.

STATE OF TENNESSEE
COUNTY OF Cheatham

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

$ 45,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 31st DAY OF May, 1985

Notary Public

MY COMMISSION EXPIRES: 10-25-88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --Forty Five Thousand and No/100---------- ----------($45,000.00)---------- DOLLARS

of which $ 5,000.00 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 executed their joint promissory lien note of even date herewith, payable to the order of BOBBY HUFF, in the principal sum of $40,000.00, payable in five (5) annual installments of $5,000.00 each, beginning June 5th, 1986, with a like sum of $5,000.00 on the 5th day of June of each succeeding year thereafter until June 5, 1991 when the entire remaining balance shall become due and payable. This note bears interest from date at the rate of 12% per annum. Said interest to be paid in monthly installments on the unpaid balance with the first interest installment to be made between the 1st and 5th day of July, 1985 and each interest payment thereafter to be paid between the 1st and 5th day of each succeeding month until the principal payments have been paid in full. Total principal indebtedness under any contingency is $40,000.00,

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, Bobby Huff and wife, Ruby Huff

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

H. Michael Haynes and wife, Susan H. Haynes

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

BEING Unit No. C12 as shown on the Plat of Quail Creek Condominium, of record in Book 6328, pages 89-90, Register's Office for Davidson County, Tennessee, together with an undivided interest in the common elements of The Quail Creek Homeowners' Association, all as described in Book 6328, page 44, et seq., said Register's Office.

BEING the same property conveyed to Bobby Huff, by deed from Quail Creek, Inc., a Tennessee corporation, of record in Book 6431, page 132, Register's Office for Davidson County, Tennessee.

As part of the conside ration for this transfer, Grantees agree to be bound by the terms, covenants, and restrictions set forth in Master Deed for The Quail Creek Homeowners' Association, of record in Book 6328, page 44, and its attendant By-Laws, in said Register's Office.

This conveyance is subject to the terms and conditions of Master Deed of record in Book 6340, page 411, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) 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 James W. Stinnett, 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 $ insb. 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 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, the statutory right 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 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 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 31st day of May 19 85

H. Michael Haynes
Susan H. Haynes

Bobby Huff
Ruby Huff

STATE OF TENNESSEE }
COUNTY OF Cheatham }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Bobby Huff and wife, Ruby Huff

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 ASHLAND CITY, Tennessee, this 31st day of May, 1985.

James W. Stinnett, Jr., Notary Public.

Commission expires 10-25-88

STATE OF TENNESSEE }
CHEATHAM County. }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named H. Michael Haynes and wife, Susan H. Haynes

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 ASHLAND CITY, TN., Tennessee, this 31st day of May, 19 85.

James W. Stinnett, Jr., Notary Public

Commission Expires 10-25-88

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

RECEIVED OF _____

FOR _____

BOOK 6574 PAGE 898

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

45000.00- CAMT.
40000.00- MAMT.
117.00 CSTAX
38.00 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 161.50-
5129A06/06/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J10571

IDENTIF. REFERENCE

JUN 6 9 18 AM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 141627