Map 53-12
Par. 116 &

INSTALLMENT DEED

BOOK 5624 PAGE 269

For and in Consideration of the sum of Twenty-Seven Thousand Five Hundred and No/100 ($27,500.00)---------- Dollars, of which One Thousand and No/100 ($1,000.00)---------- Dollars, has been paid in cash by Scott McMahon, an unmarried person, the receipt of which is hereby acknowledged, and for the remainder Twenty-Six Thousand Five Hundred and No/100 ($26,500.00)---------- Dollars, the said Scott McMahon, an unmarried person, has executed his Note payable to Wendell W. Wilson and wife, Jessie B. Wilson. Said $26,500.00 is payable as follows: $300.00 per month, with interest at the rate of 10% per annum, beginning the 15th day of August, 1985, and a like payment on the 15th day of each succeeding month thereafter for a period of 5 years from date of this instrument. At the end of 5 years from the date of this instrument the entire balance will become due and payable without notice or demand.

Upon the payment of each $300.00 payment, interest at the rate of 10% per annum shall first be credited to the Note and the remainder to principal.

all of said notes bearing ~~six~~ ten (10%) per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Wendell W. Wilson and wife, Jessie B. Wilson

have this day bargained and sold, and do hereby transfer and convey unto the said Scott McMahon, an unmarried person, his heirs ~~and~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 1 of Block 6 on the Map of Dabb's and Elliott Subdivision No. 1 Old Hickory, Tennessee, as of record in Book 547, Page 97, Register's Office for Davidson County, Tennessee.

SAID Lot No. 1 fronts 50 feet on the easterly side of 30th Street and runs back between parallel lines along the southerly margin of Elliott Avenue 144 feet to an alley.

BEING the same property conveyed to Wendell W. Wilson, by instrument of record in Book 5148, Page 95, Register's Office for Davidson County, Tennessee.

2 6 5 7 7

IDENTIFICATION REFERENCE

AUG 7 9 25 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

This is improved (XX) unimproved ( ) property, known as Elliott Avenue, Old Hickory, TN 37138
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Scott McMahon, an unmarried person, his 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 Scott McMahon, his 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, I, the said Scott McMahon, an unmarried person,

do hereby transfer and convey unto Earl Thompson, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Scott McMahon

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 $FULL 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 interst may appear.

I 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 I 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 I, the said Scott McMahon 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 I 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; I 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 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. I 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. I 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 Scott McMahon, his 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 Earl Thompson, Trustee, shall be vested in said successor. BOOK 6524 PAGE 271

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 Wendell W. Wilson and wife, Jessie B. Wilson and Scott McMahon, an unmarried person, have hereunto set our hands at Old Hickory, Tennessee, this the 25th day of July 19 85

Wendell W. Wilson
WENDELL W. WILSON

Jessie B. Wilson
JESSIE B. WILSON

Scott T. McMahon
SCOTT McMAHON, AN UNMARRIED PERSON

STATE OF TENNESSEE
Davidson County

Personally appeared before me, M. I. Stewart, a Notary Public in and for said County and State, the within named Wendell W. Wilson and wife, Jessie B. Wilson and Scott McMahon, an unmarried person,

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 Old Hickory Tennessee, this 25th day of July, 1985

Commission Expires 1-18-87

M. I. Stewart, Notary Public.

STATE OF _____

_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5821 PAGE 272

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I personally acquainted, and who, upon oath, acknowledged self to be of the , the within named bargainor, a corporation, and that he as such , being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in , this day of , 19 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
WENDELL W. WILSON AND WIFE,
JESSIE B. WILSON

TO
SCOTT McMAHON, AN UNMARRIED PERSON

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Scott McMahon (NAME)	Same (NAME)	
Elliott Avenue (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	
Old Hickory, TN 37138 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

EARL THOMPSON, ATTORNEY
Suite 205, 162 Fourth Avenue, North
Post Office Box 2868
Nashville, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 27,500.00 Scott McMahon
Affiant

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

M. W. Stewart
Notary Public

MY COMMISSION EXPIRES: 1-11-87

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF BOOK 6624 PAGE 273

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
			27500.00- CO TX	
			26500.00- MO TX	
			71.50 CSTAX	
			24.50 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	109.50-
			CASH	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2657 7-

IDENTIFICATION REFERENCE

AUG 7 9 23 AM '95

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 161010