BOOK 6632 PAGE 287

INSTALLMENT DEED

FROM

DAVID R. WADE, III, and wife,
BARBARA K. WADE

TO

THOMAS E. SWINDLE and wife,
DONNA SWINDLE

For draftsman's use

This instrument was prepared by:

STINNETT, WILKINSON & WILSON
Attorneys at Law
108 South Main Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas E. Swindle, et ux (NAME)	(Same) (NAME)	Map 22, Parcel 84
5175 Whites Creek Pk. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	(part)
Whites Creek, Tn. 37189 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14D-14600

(FOR REGISTER'S USE)

29128

IDENTIFICATION REFERENCE

AUG 16 10 49 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE
COUNTY OF CHEATHAM

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

$12,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF July, 1985.

Notary Public

MY COMMISSION EXPIRES: 7/24/88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twelve thousand and 00/100 ($12,000.00)---------- DOLLARS

of which $4,200.00 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 vendor's lien note, of even date herewith, payable to the order of DAVID R. WADE, III, and wife, BARBARA K. WADE, in the principal sum of $7,800.00, in monthly installments as follows: on the 1st day of August, 1985, the sum of $150.00, 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 11% per annum, and is included in said monthly payments. If a payment is more than 15 days late, a late charge of $10.00 will be due with said monthly payment. Total principal indebtedness under any contingency is $7,800.00;

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.

David R. Wade, III, and wife, Barbara K. Wade,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Thomas E. Swindle and wife, Donna Swindle.

herein called grantees, their heirs and assigns, certain real estate in 14th C.D. Davidson County, Tennessee, as follows:

BEGINNING at an iron pin in the centerline of a gravel road running generally in a northeasterly direction from Whites Creek Pike, the same being about 1270 feet from Whites Creek Pike; thence North 64° 21' 21" West 151.46 feet to an iron pin; thence North 33° 56' 48" West 139.48 feet to an iron pin; thence North 40° 39' 45" East 177.51 feet to an iron pin; thence South 42° 34' 25" East 80.11 feet to an iron pin; thence South 17° 44' 44" East 156.22 feet to an iron pin in the centerline of said gravel road; thence with the centerline of said gravel road, North 19° 03' 01" East 91.20 feet to an iron pin; North 10° 19' 39" East 66.07 feet to an iron pin; and North 36° 52' 22" East 140.91 feet to an iron pin; thence leaving said road and passing through a concrete monument, North 87° 57' 28" East 146.19 feet to an iron pin; thence South 38° 59' 11" East 123.84 feet to an iron pin; thence North 19° 52' 56" West 19.69 feet to an iron pin in Burton's line; thence with Burton's line, South 19° 52' 56" East 66 feet to an iron pin; South 32° 54' 25" West 145.26 feet to an iron pin; South 22° 09' 21" West 153.32 feet to an iron pin; thence South 22° 09' 21" West 63 feet to an iron pin; thence South 30° 59' 27" West 65.04 feet; thence South 61° 58' 12" West 26.47 feet to an iron pin; thence North 61° 18' 50" West 54.3 feet to an iron pin; thence North 35° 36' 42" West passing through a concrete monument 201.63 feet to the beginning, containing 4.1 acres, more or less.

(continued on attached page)

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 Wm. G. Wilkinson, 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 20th day of July 1985.

David R. Wade III
Barbara K. Wade

× Thomas E Swindle
× Donna C Swindle

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 David R. Wade, III, and wife, Barbara K. Wade; AND Thomas E. Swindle and wife, Donna Swindle 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 20th day of July, 1985.

WILKINSON NOTARY PUBLIC

Wm G. Wilkinson
Notary Public.

Commission expires 7/24/88

STATE OF TENNESSEE }
COUNTY OF _____ }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am 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 _____.

INSTALLMENT DEED
FROM: David R. Wade, III, et ux
TO: Thomas E. Swindle, et ux

(continuation)

This conveyance is subject to a right of way easement 25 foot to either side of the centerline of said gravel road where the road goes entirely through the herein described property, together with a 25 foot wide easement being the easterly one-half of a 50 foot right of way easement; also a 20 foot drainage easement running parallel with and adjoining the rear lines of the herein described property.

There is INCLUDED in this conveyance a 25 foot wide easement for the westerly one-half of the herein described 50 foot right of way easement.

BEING a part of the same property conveyed to David R. Wade, III, by deed from John Williams, Trustee, of record in Book ____, page ____, Register's Office for Davidson County, Tennessee.

Buyer is to pay his prorata share of the upkeep of the easement fronting the herein described property along with all other owners of property using said easement, and in the event that Seller is required to build a road and water service, then Buyer is to pay Seller, or his assigns, the sum of $2,000.00 for Buyer's share of building such road and water service.

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.

This conveyance is subject to any and all existing easements of record.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6632 PAGE 290

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
			12000.00- CAMT	
			7800.00- MAMT	
			31.20 CSTAX	
			5.80 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	46.50-
			8092A08/16/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

29128

IDENTIFICATION REFERENCE

Aug 16 10 49 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 164027