BOOK 6652 PAGE 106

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

JOE F. GILLESPIE and wife,

NANCY I. GILLESPIE

TO

STEVE R. DUNN and wife,

IMOGENE DUNN

For draftsman's use

THIS INSTRUMENT PREPARED BY:

WILLIAM B. BRUCE
Attorney at Law
1610 Parkway Towers
404 James Robertson Parkway
Nashville, TN 37219
(615) 244-5432

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
STEVE R. DUNN, et ux (NAME)	Chemical Mortgage Company (NAME)	21 69
6421 Clarksville Highway (STREET ADDRESS OR ROUTE NUMBER)	101 East Town Street (STREET ADDRESS)	14 D 06800
Joelton, TN 37080 (CITY) (STATE) (P. O. ZIP)	Columbus, OH 43215 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

36330

IDENTIFICATION REFERENCE

SEP 13 | 12 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RECEIVED

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$37,500.00 Imogene Dunn
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF September, 1985

William B. Bruce
Notary Public

MY COMMISSION EXPIRES: April 19, 1987

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Seven Thousand Five Hundred and No/100 ($37,500.00) DOLLARS

of which $ 5,141.35 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 assumed and agree to pay Fourteen Thousand Eight Hundred Fifty Eight and 65/100 Dollars ($14,858.65), said amount being the remaining unpaid balance of a certain note secured by Deed of Trust of record in Book 4862, Page 30, Register's Office for Davidson County, Tennessee; and in further consideration have executed their one note of even date herewith in the principal amount of Seventeen Thousand Five Hundred and No/100 ($17,500.00), to be paid in monthly installments of One Hundred Sixty and 55/100 Dollars ($160.55) at the rate of ten percent (10%) interest for twenty-four (24) years, beginning October 15, 1985.

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,

JOE F. GILLESPIE and wife, NANCY I GILLESPIE,

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

STEVE R. DUNN and wife, IMOGENE,

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

A tract of land in the 14th Civil District of Davidson County, Tennessee, being part of Lot No. 30 on the Garrett Plan of the Ridge Lands and described according to a survey by J. P. Gallaher, Surveyor, Ashland City, Tennessee, as follows:

Beginning at a point on the southerly margin of U.S. Highway 41, at the northeast corner of the land conveyed to Kenneth Felts and wife by deed of record in Book 2148, page 600, Register's Office for said County; thence with Kenneth Felt's easterly line, south 12 deg. east 12 poles (198 feet more or less) to a stake in the middle of Old Clarksville Pike, being said Kenneth Felt's southeast corner; thence with the middle of said Old Clarksville Pike, as follows: South 52 1/2 deg. east 22-8/25 poles (368 feet more or less) to the middle to a metal culvert under said road, south 75 deg. east 4 poles (66 feet more or less), south 86 deg. east 4 poles (66 feet more or less), north 57 1/2 deg. east 4 poles (66 feet more or less), north 39 deg. east 6 poles (99 feet more or less), north 55 1/2 deg. east 4-18/25 poles (82.5 feet more or less) to the middle of a culvert under said Pike; thence leaving said Old Clarksville Pike, north 11 1/2 deg. west 8 poles (132 feet more or less) to the south margin of U.S. Highway 41, at a point about 10 feet east of a culvert under said highway; thence with the south line of said highway approximately north 79 deg. west 35-4/5 poles (594 feet more or less) to the point of beginning, containing 3 acres, more or less.

Being the same property conveyed to Joe F. Gillespie and wife Nancy I. Gillespie by deed from Hazel J. DeSheles, a single person of record in Book 6203, page 73, Register's Office for Davidson County, Tennessee.

This ( ) unimproved (X) improved property, known as 6421 Clarksville Highway, Joelton, Tennessee 37080
(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 William B. Bruce 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 $ 32,000.00 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 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 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.

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 WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 13th day of September 19 85.

Joe F. Gillespie
JOE F. GILLESPIE

Nancy I. Gillespie
NANCY I. GILLESPIE

Steve R. Dunn
STEVE R. DUNN

Imogene Dunn
IMOGENE DUNN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, WILLIAM B. BRUCE, a Notary Public in and for said County and State, the within named JOE F. GILLESPIE and wife, NANCY I. GILLESPIE and STEVE R. DUNN and wife, IMOGENE DUNN 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 Nashville Tennessee, this 13th day of September, 19 85

William B. Bruce, Notary Public.

Commission expires April 19, 1987.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6656 PAGE 108

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

37500.00- CONT.
17500.00- MAIT.
97.50 COTAX
15.50 MGTAX
.50 PRFE
6.00 WDEED
CHECK 119.50-
6817A09/13/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

36330

IDENTIFICATION REFERENCE

SEP 13 1 12 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 172549