INSTALLMENT DEED

BOOK 6702 PAGE 538

FROM

JAMES I. CALDWELL, III, and

DAVID R. WADE, III

TO

CHARLES W. KELL and wife,
PATSY L. KELL

For draftsman's use

This instrument was prepared by:

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

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles W. Kell, et ux (NAME)	Same (NAME)	Map 30
3615 Bear Hollow Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P/o Par 36
White Creek, Tn. 37189 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

5 0 6 3 6

IDENTIFICATION REFERENCE

Nov 5 2 20 PM '85

FEE $ TAX

STATE OF TENNESSEE
COUNTY OF CHEATHAM

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

$9,000.00 Charles W. Kell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF November, 1985.

Grace Williams
Notary Public

MY COMMISSION EXPIRES: 7-24-88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Nine thousand and 00/100 ($9,000.00)---------- DOLLARS of which $ 100.00 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 JAMES I. CALDWELL, III, and DAVID R. WADE, III, in the principal sum of $8,900.00, in 180 monthly installments as follows: on the 1st day of December, 1985, the sum of $102.30, and thereafter the sum of $102.30 on the 1st day of each succeeding month, the last installment, for the sum of $102.30, being due on the 1st day of November, 2000. The installments include interest at the rate of 11% per annum. Total principal indebtedness under any contingency is $8,900.00;

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.

James I. Caldwell, III, and David R. Wade, III hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Charles W. Kell and wife, Patsy L. Kell herein called grantees, their 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 northwest corner of a 5 acre tract conveyed to James D. Foster; thence with James D. Foster's west line, South 2° 28' 08" West passing through an iron pin in the south margin of said road and crossing Bear Hollow Creek about 535.77 feet to an iron pin, James D. Foster's southwest corner and the southeast corner of this tract; thence South 73° 49' 21" West 450 feet to an iron pin; thence North 2° 28' 08" East crossing back across Bear Hollow Creek and passing through an iron pin in the south margin of said road about 535.77 feet to a point in the centerline of said road; thence with the centerline of said road, North 73° 49' 21" East 450 feet to the beginning, containing 5.00 acres, more or less.

BEING a part of the same property conveyed to David Wade and James I. Caldwell, III, by deed from Clyde Filmore Baxter, of record in Book 6468, page 840, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the right of way for Bear Hollow Road and the westerly 5 feet of a 10 foot utility easement running with the east line of the above described property.

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 is unimproved ( ) improved ( ) property, known as (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

David R. Wade, III, and David Wade are one and the same person.

CHECK 11/05 $6.80 3835

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 expense 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 2nd day of November 1985.

David R. Wade III
James I. Caldwell III

Charles W. Kell
Patsy L. Kell

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 James I. Caldwell, III, and David R. Wade, III, AND Charles W. Kell and wife, Patsy L. Kell, 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 2nd day of November, 1985.

GRACE HALLUM NOTARY PUBLIC TENNESSEE CUMBERLAND

Grace Hallum, 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 _____.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6702 PAGE 540

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

[illegible] CAPIT.
[illegible] CAPIT.
23.40 CSTAX
6.90 MSTAX
.50 PREE
6.00 MDEED
CHECK 36.30
3835A11/05/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

50630

IDENTIFICATION REFERENCE

Nov 5 2 30 PM '85

FELIX Z. WILSON, REGISTER

No. 189115