INSTALLMENT DEED

BOOK 6703 PAGE 349

FROM

S. S. PEARL, G. L. ADAMS, and

D. R. WADE, III

TO

ROGER DEAN HICKS and wife,
DIANA LYNN HICKS

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
Roger Dean Hicks, et ux (NAME)	Same (NAME)	Map 30
Route 2, Box 81F (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 160 Jw
Oliver Springs, TN 37840 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

Dead

(FOR REGISTER'S USE)

50932

IDENTIFICATION REFERENCE

Nov 6 10 50 AM '85

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$14,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF October, 1985

Notary Public

MY COMMISSION EXPIRES: 10/19/86

(AFFIX SEAL)

NOTARY PUBLIC

FOR AND IN CONSIDERATION OF the sum of Fourteen thousand and 00/100 ($14,000.00)

DOLLARS

of which $3,000.00 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 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 ~~$12,750.00~~ $11,000.00, in 240 monthly installments as follows: on the 10th day of November, 1985, the sum of $128.04, and thereafter the sum of $128.04 on the 10th day of each succeeding month, the last installment, for the sum of $128.04 being due on the 10th day of October, 2005. The installments include interest at the rate of 11% per annum. 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 ~~$12,750.00~~ $11,000.00;

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.

S. S. Pearl, G. L. Adams, and D. R. Wade, III,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Roger Dean Hicks and wife, Diana Lynn Hicks

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

BEGINNING at a corner post on the top of a bluff, Clyde F. Baxter's southwest corner and a common corner with Clyde F. Baxter, David A. Schultz, and the tract herein conveyed; thence with Schultz' line, South 56° 08' 28" West 1512.86 feet to a point, Paul R. Davis' northwest corner; thence with Davis' west line, South 8° 19' 54" West 641.5 feet to a point in Runquist's north line; thence with Runquist's line, North 86° 26' 19" West 726.63 feet to a fence post; thence North 54° 04' 38" West 603.25 feet to a 24 inch oak tree; thence North 2° 40' 45" East 1080 feet to the beginning, containing 28.02 acres, more or less.

BEING a part of the same property conveyed to S. S. Pearl, G. L. Adams, and D. R. Wade, III, by deed of record in Book 5272, page 716, 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 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 WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 21st day of October 1985.

S. S. PEARL

G. L. ADAMS

D. R. WADE, III

ROGER DEAN HICKS

DIANA LYNN HICKS

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned **, a Notary Public in and for said County and State, the within named** S. S. PEARL

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 Nashville **Tennessee, this** 21st **day of** October **, 19**85.

My Commission Expires Oct. 24, 1988

Notary Public.

Commission expires

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, CF Andrews **, a Notary Public of the State and County aforesaid, personally appeared** Roger D Hicks and Diana Lynn Hicks **, with whom I am personally acquainted, and who, upon oath, acknowledged self to be of the** (individuels) **, 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 Nashville, Tennessee **this** 2nd **day of** November **, 19**85.

Notary Public.

Commission expires 10/19/86.

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STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named G. L. ADAMS, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Joelton, Tennessee, this 21st day of October, 1985.

Harry C. Swain
Notary Public

My Commission Expires: _____

My Commission Expires APRIL 19, 1987

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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 D. R. WADE, III, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Ashland City, Tennessee, this 21st day of October, 1985.

Grace Hallums
Notary Public

My Commission Expires: 7-24-88

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ROGER DEAN HICKS and wife, DIANA LYNN HICKS, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21st day of October, 1985.

Notary Public

My Commission Expires: 10/19/86

4169 11/06 84 4.30 CHECK

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			14000.00- CAIT.	
			11000.00- MAIT.	
			36.40 CSTAX	
			9.00 MSTAX	
			.50 PRFE	
			9.00 WDE	
			CHECK	54.90-
			4169A11/06/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

IDENTIFICATION
Nov 6 10 59 AM

No. 189442