INSTALLMENT DEED

FROM

RUTH McCLOUD, a widow

TO

JAMES BIGGS, unmarried

For draftsman's use 1918

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
James Biggs (NAME)	SAME (NAME)	Map 47-00-0
R.O. Box 642 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 032.0
ASHAND CITY, TN. 37015 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	13D-36610

(FOR REGISTER'S USE)

89898

IDENTIFICATION REFERENCE

APR 9 9 20 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF CHEATHAM

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

$15,000.00 James R. Biggs
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 8th DAY OF April, 1986

James W. Stinnett Jr.
Notary Public

MY COMMISSION EXPIRES: 10-25-88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifteen thousand and 00/100 ($15,000.00)---------- DOLLARS

of which $10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his vendor's lien note, of even date herewith, payable to the order of RUTH McCLOUD, in the principal sum of $5,000.00, in 60 monthly installments as follows: on the 15th day of May, 1986, the sum of $106.25, and thereafter the sum of $106.25 on the 15th day of each succeeding month, the last installment, for the sum of $106.25, being due on the 15th day of April, 1991. The installments include interest at the rate of 10% per annum;

Total principal indebtedness under any contingency is $5,000.00;

The lien of this instrument is SUBORDINATE to the lien described in a Deed of Trust to Wm. G. Wilkinson, Trustee, securing a note payable to the order of Ashland City Bank and Trust Company in the principal sum of $10,000.00, which is recorded simultaneously herewith;

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.

Ruth McCloud, a widow,

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

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

Lying in the 13th Civil District of Davidson County, Tennessee, and described according to a copy of a survey made by Stephen A. Draper, Surveyor, September 22, 1952, as follows:

BEGINNING at a planted stone at the northwest corner of the property conveyed to H. B. Reasonover and wife by deed of record in Book 2034, page 285, Register's Office for said County, said stone being located in the line of the property of Henry Winfree; thence along a fence line, and along Winfree's easterly line, as follows: North 8° East 734 feet to a concrete monument, and 24 inch hickory, and North 55° East 110 feet to a 24 inch hickory, North 71° East 168 feet to a 20 inch elm and concrete monument, North 81° East 37 feet to a cedar post at the easterly intersection of the ingress roadway leading to Sulphur Creek Road, and continuing with Winfree's line, along a fence, South 85° East 298 feet to a 48 inch beech and North 85° East 270 feet to a concrete monument and 14 inch hickory in B. B. Vester's line; thence with Vester's line as

(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 8th day of April 1986.

Her
Ruth (X) McCloud
mark

x James Biggs

Witness to her mark:
Grace Williams
Ruth Johnson

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 Ruth McCloud, a widow, AND James Biggs, unmarried, 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 8th day of April, 1986.

James W. Stennett Jr., Notary Public.

Commission expires 10-25-88.

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 McCLOUD to BIGGS - continuation

follows: South 26-1/2° East 104 feet to a 6 inch hickory, South 46° East 281 feet, South 62° East 173 feet to an 18 inch hickory, South 48-1/2° East 108 feet to a 4 inch oak, South 24° East 85 feet to a 10 inch pin oak, South 43° East 52 feet to a 10 inch pin oak, South 34° East 59 feet to a 10 inch sassafras, and South 30° East 64 feet to an 8 inch locust, which is 40 feet north of a turn in said fence; thence with Reasonover's line, and along the top of a ridge, South 59-1/2° West 108 feet to an 8 inch oak, with old wire imbedded therein, and continuing with the same, 582 feet to a 4 inch elm and stake; thence South 70° West 297 feet to a 10 inch post oak, North 63° West 627 feet to a stone, and South 70-1/4° West 318 feet to the beginning, containing 26.66 acres, more or less.

Together with an easement for ingress and egress over a roadway leading from the northerly line of the property hereinabove described, to Sulphur Creek Road, as shown on said survey by Stephen A. Draper above referred to.

BEING the same property conveyed to Robert McCloud and wife, Ruth McCloud, by deed from J. A. Hoffman, unmarried, of record in Book 2106, page 340, Register's Office for Davidson County, Tennessee. The said Robert McCloud is deceased, and Ruth McCloud acquired the entire fee as the surviving tenant by the entirety.

There is INCLUDED in the above acreage, boundaries, and description, but EXPRESSLY EXCLUDED from this conveyance, a 4 acre tract of land described in a deed from Robert McCloud and wife, Ruth McCloud to Morris Oden Thieman and wife, Dorothy Thieman of record in Book 6774, page 416, Register's Office for Davidson County, Tennessee, being the same 4 acres described in a deed from Ruth McCloud to Dorothy C. Thieman recorded in Book 4463, page 760, said Register's Office.

GRANTEE is responsible for payment of 1986 land taxes, which have been prorated.

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

RECEIVED OF _____

FOR _____

BOOK 6824 PAGE 632

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
			15000.00- CANT.	
			5000.00- MANT.	
			39.00 CSTAX	
			3.00 MSTAX	
			.50 PRFEE	
			9.00 NOTE	
			CHECK	51.50-
			116QA04/09/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8 9 8 9 8

IDENTIFICATION REFERENCE

APR 9 9 20 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 235297