# INSTALLMENT DEED

**FROM**

JEFFREY WRENN McLAUGHLIN and wife, AMANDA T. McLAUGHLIN

**TO**

CURT BAILEY and wife, JENNIFER BAILEY

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 |
|---|---|---|
| Curt Bailey et ux (NAME) | Same (NAME) | Map 46 |
| 3703 Dickerson Rd. #1 (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Part 95.1a |
| Nashville, Tn. 37207 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE 9 9 7 6 2

MAY 12 2 03 PM 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

$14,950.00 . Curt Bailey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF May 1986.

Jean N. Bucky
Notary Public

MY COMMISSION EXPIRES: 7-24-88
(AFFIX SEAL)

NOTARY PUBLIC JEAN DAVIDSON COUNTY, TN

FOR AND IN CONSIDERATION OF the sum of --Fourteen Thousand Nine Hundred Fifty and 00/100---------- ($14,950.00) ---------- DOLLARS

of which $ 300.00 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 promissory lien note of even date herewith, payable to the order of JEFFREY WRENN McLAUGHLIN and wife, AMANDA T. McLAUGHLIN, in the principal sum of $14,650.00, payable in 120 monthly installments of $211.00 each, beginning June 5, 1986, with a like payment on the 5th day of each consecutive month thereafter, until May 5, 1996, when the final installment shall be due and payable; said installments include interest at the rate of 12% per annum. Total principal indebtedness under any contingency is $14,650.00,

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.

We, Jeffrey Wrenn McLaughlin and wife, Amanda T. McLaughlin

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

Curt Bailey and wife, Jennifer Bailey

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

Located in the 14th Civil District of Davidson County, Tennessee, being Tract No. 18 of the Dawson Property, and more particularly described as follows:

BEGINNING at an iron pin, Philip D. Campbell's northeast corner, as described in a deed of record in Book 6179, page 725, Register's Office for Davidson County, Tennessee; thence with Campbell's north line, North 80° 25' 59" West 668.89 feet to a point in the centerline of a 50 foot ingress and egress easement, passing through an I.P. and M.F.P. offset at 29.74 feet; thence with the centerline of said easement, North 42° 21' 22" East 42.44 feet; North 54° 38' 13" East 236.62 feet; North 65° 33' 50" East 660.07 feet; North 65° 33' 50" East 80 feet; North 53° 03' 11" East 332.25 feet; North 55° 43' 42" East 103.73 feet; North 82° 38' 19" East 138.20 feet; South 75° 40' 23" East 134.02 feet; South 52° 06' 57" East 103.27 feet; South 28° 00' 06" East 129.83 feet; and South 12° 59' 40" East 89.97 feet to a point in the east line of the tract herein described; thence South 1° 49' 19" West 115 feet to an iron pin; thence South 66° 12' 16" West 1027.44 feet to the beginning, containing 14.554 acres, more or less, according to survey of Thomas H. Alley, No. 922, dated March 21, 1985.

BEING a part of the same property conveyed to Jeffrey Wrenn McLaughlin and wife, Amanda T. McLaughlin, by deed from James C. Dawson and wife, Wanda Dawson, of record in Book 6333, page 903, 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 5th day of May 19 86

Curt Bailey

Jennifer Bailey

Jeffrey Wrenn McLaughlin

Amanda T. McLaughlin

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 Jeffrey Wrenn McLaughlin and wife, Amanda T. McLaughlin, and Curt Bailey and wife, Jennifer Bailey

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 5th day of May, 1986.

Jean H. Buck, 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 6854 PAGE 65

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 14950.00- CAMT. | |
| | | | 14650.00- MAMT. | |
| | | | 38.74 CSTAX | |
| | | | 12.60 MSTAX | |
| | | | .50 PRFEE | |
| | | | 6.00 WDEED | |
| | | | CHECK | 57.84- |
| | | | 2866A05/12/86 BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

99762

IDENTIFI REFERENCE

MAY 12 2 03 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 246741