BOOK 682 PAGE 693

INSTALLMENT DEED

FROM

DAVID R. WADE, III, and

JAMES I. CALDWELL, III

TO

IN SOON GARY

For draftsman's use

This instrument was prepared by:

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

ADDRESS KEY OFFICIAL(S) AS FOLLOWS:

In Soon Gary (NAME)

[illegible] (STREET ADDRESS OR ROUTE NUMBER)

[illegible] (CITY) (STATE) (ZIP)

SEND TAX BILLS TO:

Same (NAME)

(STREET ADDRESS)

(CITY) (STATE) ZIP

MAP-PARCEL NUMBERS

Map 30

P/O Par 36.1

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

JUN 10 2 09 PM '86

FEE $ REGISTER'S OFFICE
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF CHEATHAM

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

$20,000.00 In Soon Gary
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF June, 1986.

Notary Public

MY COMMISSION EXPIRES: 12/20/87

(AFFIX SEAL)

FOR AND IN CONSIDERATION of the sum of Twenty thousand and 00/100 ($20,000.00)---------- DOLLARS

of which $500.00 has been paid in cash to the grantor hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed her 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 $19,500.00, in 180 monthly installments as follows: on the 21st day of June, 1986, the sum of $209.00, and thereafter the sum of $209.00 on the 21st day of each succeeding month, the last installment, for the sum of $209.00, being due on the 21st day of May, 2001. The installments include interest at the rate of 10% per annum.

Total principal indebtedness under any contingency is $19,500.00;

and has retained a purchase money lien to secure the payment of said note or notes, principal and interest, and attorney's fees, as herein expressly retained on the land herein conveyed.

David R. Wade, III, and James I. Caldwell, III,

hereinafter called grantor, has bargained and sold, and does hereby bargain, sell, transfer and convey unto In Soon Gary

hereinafter called grantee, the following described real estate in Davidson County, Tennessee, as follows:

BEGINNING at a point in the centerline of Bear Hollow Road, the same being the northeast corner of a 10.6 acre tract heretofore conveyed to Miller; thence with the centerline of said Road, South 83° 27' 04" East 282.21 feet; and around a curve having a radius of 786.20 feet, a distance of 24.96 feet; thence leaving said Road and crossing Bear Hollow Creek, South 06° 32' 56" West 1231.07 feet to an iron pin in Armstrong's north line; thence with Armstrong's north line, South 87° 39' 03" West 360.33 feet to a point in the centerline of a 50 foot egress and ingress easement, Miller's southeast corner; thence with the centerline of said easement, Miller's east line as follows: North 35° 42' 17" West 48.74 feet; around a curve to the right having a radius of 197.19 feet, a distance of 254.40 feet; around a curve to the left having a radius of 202.52 feet, a distance of 242.21 feet; North 30° 18' 31" West 29.74 feet; around a curve to the right having a radius of 158.46 feet, a distance of 163.70 feet; North 28° 52' 57" East 384.04 feet; around a curve to the left having a radius of 63.91 feet, a distance of 114.62 feet; around a curve to the right having a radius of 51.97 feet, a distance of 115.50 feet; and North 53° 27' 20" East crossing back across said Creek 110.71 feet to the beginning, containing 11.53 acres, more or less, according to survey of Randolph L. Chapdelaine, Tennessee No. 1444, dated March 6, 1985.

(continued on attached page)

Witness my hand this [illegible] day of [illegible], 19[illegible]

[illegible] (Grantor's Name) [illegible] P. O. Address: City or Town (Postal Zone)

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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. And 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 we do hereby, for the purpose of securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of 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 grantors hereby do hereby transfer and convey unto Wm. G. Wilkinson, Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby covenant to keep all buildings now on, or that hereafter may be 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 herein, due now 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 the 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 grantors 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 leave 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 6th day of June 1986.

JAMES I. CALDWELL, III

DAVID R. WADE, III

IN SOON GARY
CHARLES E. GARY

By: In Soon Gary
Attorney in Fact

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 In Soon Gary, the bargainor S, 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 6th day of June, 1986.

Notary Public

Commission expires 7-24-88

STATE OF TENNESSEE
Cheatham County

On this 6th day of June, 1986, before me personally appeared IN SOON GARY, to me known to be the person who executed the foregoing instrument in behalf of CHARLES E. GARY, and acknowledged that she executed the same as the free act and deed of said CHARLES E. GARY.

Witness my hand and official seal at Ashland City, Tennessee, this 6th day of June, 1986.

Notary Public

My Commission Expires:

(continuation)

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.

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

This conveyance is subject to a 25 foot easement running parallel to the west line of the above described property and is the eastern one-half of the 50 foot egress and ingress easement, together with a 50 foot wide easement running from the west line to the east line of the above described property and lying near and south of Bear Hollow Creek and runs generally parallel with said Creek.

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.

GRANTEE agrees to pay twenty percent (20%) of the upkeep of the entire length of the 50 foot wide easement which crosses the above described property from west to east and is for the use and benefit of grantee and others.

CHARLES E. GARY, husband of In Soon Gary, joins in this conveyance for the purpose of conveying any interest he may have in the herein described property to the Trustee to secure this instrument.

IN SOON GARY signs this Installment Deed for CHARLES E. GARY under and by virtue of power of attorney of record in Book 6114, page 692, Register's Office for Davidson County, Tennessee.

GRANTORS guarantee the construction of bridge at the northwest corner of the herein described property to tie in with the present road going southward up the hill in order that GRANTEE may seal off her property from use by any other parties.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

20000.00- CONT.
19500.00- MORT.
52.00 CSTAX
17.50 MSTAX
.50 PROBF
9.00 WDEED
CHECK 79.00-
3820A06/10/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09055

IDENTIFICATION REFERENCE

JUN 10 2 09 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 257437