THIS INSTRUMENT PREPARED BY:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 7015 PAGE 329

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mark McCoy and wife, Linda McCoy		Map 67
(NAME:) 4908 Old Hickory Boulevard	(NAME:) Same	Parcel 110
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37209	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Twenty-Nine Thousand Five Hundred and No/100 (29,500.00) ---------- *Dollars,*

of which One Thousand Five Hundred and No/100 ($1,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Eight Thousand and No/100 ($28,000.00) ---------- *Dollars,*

Mark McCoy and wife, Linda McCoy *have executed*
Two (2) promissory notes payable to the order of James E. Scarbrough, the first note in the amount of Twenty-Seven Thousand and No/100 Dollars ($27,000.00), payable in 144 monthly installments of Three Hundred Twenty-Two and 68/100 Dollars ($322.68), which includes principal and interest at the rate of ten percent (10%) per annum, the first installment falling due on November 11, 1986, and the remaining installments falling due on the same day of each successive month thereafter, and the second note in the amount of One Thousand and No/100 Dollars ($1,000.00) due on November 11, 1986, with no interest.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, James E. Scarbrough and wife, Mary B. Scarbrough

have this day bargained and sold, and do hereby transfer and convey unto the said Mark McCoy and wife, Linda McCoy

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Tract No. 6 of the Edie I. Bateman Farmer heir's lands, in the Thirteenth Civil District, Davidson County, Tennessee, described according to an unrecorded survey by Jones & Moore Company, Inc., Dickson, Tennessee, dated March 31, 1975, as follows:

Said Tract No. 6 begins at an iron pin being located in the northerly intersection of Cleece's Ferry Road and Old Hickory Boulevard; thence with the easterly margin of Cleece's Ferry Road, the following calls and distances:

North 20° 17' West 222.39 feet to a point; North 40° 08' West 81.77 feet to a point; North 17° 46' West 736.26 feet to an iron pin in the easterly margin of Cleece's Ferry Road; thence leaving said Cleece's Ferry Road North 68° 23' East 155.74 feet to a point; thence South 78° 8' East 92.63 feet to an iron pin in the common corners between Tract No. 6 and Tract No. 5 and said point also being the common southerly corner between the W. F. Pugh and J. T. Baskin lands; thence South 18° 35' East 622.29 feet to an iron pin in the northwesterly margin of Old Hickory Boulevard; thence along the northwesterly margin of the said Old Hickory Boulevard along a curve to the left having a radius of 778.97 feet a distance of 416.11 feet to a point; thence South 4° 00' East 13.50 feet to the point of beginning, containing 4.57 acres, more or less.

Being the same property conveyed to James E. Scarbrough by deed from William M. Farmer, of record in Book 4960, page 941, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 29,500.00

Subscribed and sworn to before me, this the 18th day of October 19 86

Affiant

My commission expires: 4/17/88 (Affix Seal)

Notary Public

unimproved XX
This is improved ( ) property, known as Cleece's Ferry Road and Old Hickory Boulevard, Nashville, Tennessee
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 said real estate to said Grantees, their (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $,

or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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, 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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:

The statutory right of redemption is hereby expressly waived.

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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 18th *day of* October *19* 86 *, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

James E. Scarbrough
James E. Scarbrough

Mary B. Scarbrough
Mary B. Scarbrough

Mark McCoy
Mark McCoy

Linda McCoy
Linda McCoy

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* James E. Scarbrough, Mary B. Scarbrough, Mark McCoy and Linda McCoy (or proved to me on the basis of satisfactory evidence) *the within named 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 Nashville *Tennessee, this* 18th *day of* October *, 19* 86.

Margie Lewis *Notary Public*

Commission expires 4/17/88

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

FEE $ 5.00
WILLIAMSON COUNTY, TN.
REGISTER
98 OCT 21 PM 3:45
IDENTIFICATION REFERENCE
548741

INSTALLMENT DEED

FROM

James E. Scarbrough and wife,

Mary B. Scarbrough

TO

Mark McCoy and wife, Linda McCoy

Compliments of

WEBB REALTY COMPANY
914 NORTH FIRST STREET
NASHVILLE, TENNESSEE 37207
BOX 8044
PHONE 262-0713

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

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

RECEIVED OF _____

FOR _____

BOOK 7015 PAGE 331

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
			2950[illegible] 0- CAPIT.	
			200[illegible] .00- CAPIT.	
			62.60 CSTAX	
			26.00 MSTAX	
			.50 PRFEE	
			6.00 MISC	
			CHECK 115.10-	
			05/17A 10/21/86 3AL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5. 4 8 7. L

IDENTIFICATION/REFERENCE

Oct 21 1 43 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 02704