This deed is being re-recorded to increase the sales price and note from $10,000.00 to $15,000.00 Book 7037 PAGE 291

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED**

Form No. WD - 4

**FROM**

WILLIAM C. GIFFORD, SR., ET UX

**TO**

BILLY D. GIFFORD, ET UX

For draftsman's use

THIS INSTRUMENT PREPARED BY:

JAMES A. CARNEY
Attorney at Law
730 Stahlman Bldg.
Nashville, TN 37201

RE-RECORD BOOK 7075 PAGE 475

| The Name & Address of a Property Owner: | The Name & Address of the Mortgagee: | MAP-PARCEL NUMBERS |
|---|---|---|
| Billy D. Gifford | William C. Gifford, Sr. (NAME) | Map 21-76 |
| 221 Diane Drive (STREET ADDRESS OR ROUTE NUMBER) | P. O. Box 216 (STREET ADDRESS) | (Part of) |
| Madison, Tennessee 37115 (CITY) (STATE) (P. O. ZIP) | Whites Creek, Tennessee 37189 (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

62181

IDENTIFICATION REFERENCE

Nov 11 12 35 PM '86

FELIX Z. WILSON, JR. REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1 DAY OF November 19 86

James A. Carney Notary Public

MY COMMISSION EXPIRES: 1-17-88

(AFFIX SEAL)

NOTARY PUBLIC TENNESSEE DAVIDSON

FOR AND IN CONSIDERATION OF the sum of Fifteen Thousand -------- And No/00 ---------- ($ 15,000.00) ---------- DOLLARS

of which $ -0- 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 promissory note of even date herewith in the principal sum of $15,000.00 , bearing interest at the rate of 10% per annum, payable to the order of William C. Gifford, Sr. in yearly installments of $2,000.00 plus accumulated interest, commencing December 1, 1987, and continuing on the 1st day of December of each succeeding year until fully paid,

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,

William C. Gifford, Sr. and wife, Sue Gifford,

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

Billy D. Gifford and wife, Bobbie Jean Gifford,

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

Being Lot No. 11 of the unrecorded William Gifford Subdivision tract in the 14th Civil District of Davidson County, Tennessee, described according to a survey by Bruce Rainey, Surveyor, #823, dated _____, 19___, and known as Job No. 80-247, as follows:

Lot No. 11 begins at a point in the southerly boundary of Clarksville Highway at a point in the center of a privately maintained road; thence S 29° 16' 55" W 303.15 feet along the center of said private road to a point; thence along the center of said private road S. 34° 33' 50" W 400.00 feet to a point at a curve in said private road; thence S. 04° 03' 04" E. 100 feet to a point; thence S. 37° 30' 16" E 264.53 feet along the center of said road to a point in the common boundary between Lots 11 and 10; thence along the common boundary between said lots S. 52° 29' 44" E. 259.13 feet to a point in the southeasterly boundary of said tract; thence N. 23° 16' 03" E. 1082.79 feet along the southeasterly boundary to a point; thence N. 28° 00' E. 634.44 feet along the southeasterly boundary of said tract to a point in the southerly boundary of Clarksville Highway; thence along the southerly boundary of Clarksville Highway N. 82° 23' 13" W. 180.95 feet to the point of beginning.

Being a part of the same property conveyed to William C. Gifford by deed from Howard Anderson Babb, et al, of record in Book 5600, page 855, Register's Office of Davidson County, Tennessee. William Gifford and William C. Gifford, Sr. are one and the same person.

(SEE ATTACHED SHEET)

This is unimproved (X) improved ( ) property, known as Lot No. 11 (House Number) William Gifford Sub. Tract (Street) 14th Civil District (P. O. Address: City or Town) (Postal Zone)

RE-RECORD
BOOK 7075 PAGE 476 BOOK 7037 PAGE 292

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 E.A. Carney 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 $ Ins. Int. 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 full 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, statutory or elective rights, 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 advise 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 1st day of November 19 86

William C. Gifford, Sr.
WILLIAM C. GIFFORD, SR.

Billy D. Gifford
BILLY D. GIFFORD

Sue Gifford
SUE GIFFORD

Bobbie Jean Gifford
BOBBIE JEAN GIFFORD

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 William C. Gifford, Sr., Sue Gifford, Billy D. Gifford and Bobbie Jean Gifford, 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 1st day of November, 1986.

James A. Carney Notary Public

E. A. CARNEY NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 1-19-88

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, (or proved to me on the basis of satisfactory evidence), 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 _____

RE-RECORD

BOOK 7075 PAGE 477

BOOK 7037 PAGE 293

This conveyance is made subject to a T.N.G.L. easement of record in Book 1357, page 70, Register's Office of Davidson County, Tennessee, and Restrictive Covenants of record in Book 6930, page 519, an agreement to maintain private roadway of record in Book 6697, page 795, and an easement for roadway, public utility and anchor of record in Book 6618, page 856, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $15,000.00.

Affiant

SUBSCRIBED AND SWORN to before me this 16th day of December, 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/19/88

NOTARY PUBLIC DAVIDSON CO.

RE-RECORD
75032
IDENTIFICATION REFERENCE
Dec 19 2 09 PM '86
REGISTER OF DEEDS
DAVIDSON COUNTY, TN

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

RECEIVED OF Mtng. Re-recorded to
FOR correct conv. and mtg. dates.

RE-RECORD BOOK 7075 PAGE 478

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 50 | |
| | | | 50 | |
| | | | 50 | |
| | | | 50 | |
| | | | 150 | |
| | | | 150 | |
| | | | 14.00 | |
| | | | 5.50 | |
| | | | .50 | |
| | | | 9.00 | |
| | | | | 83.00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

75032

IDENTIFICATION REFERENCE

Dec 19 2 09 PM '86

No. 25176