THIS INSTRUMENT PREPARED BY:
STEWART, BLACK & UNDERHILL, ATTYS.
223 MADISON STREET, SUITE 108
MADISON, TENNESSEE 37116-0887

Installment Deed

BOOK 7391 PAGE 111

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
KENNETH HELLIE JONES	SAME	MAP 18-16
(NAME)	(NAME)	
311 Old Brick Church Pike	SAME	PARCEL 62
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, TN. 37072	SAME	GO-13811
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty Four Thousand Seven Hundred Ninety Four and 95/100 ($44,794.95)---------- *Dollars,*
of which No/100 ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Forty Four Thousand Seven Hundred Ninety Four and 95/100 ($44,794.95)---------- *Dollars,*

Kenneth Hellie Jones *has executed*
A promissory note of even date herewith in the original principal amount of FORTY FOUR THOUSAND SEVEN HUNDRED NINETY FOUR AND 95/100 ($44,794.95) payable in monthly installments of FOUR HUNDRED THIRTY TWO AND 28/100 ($432.28) beginning on the 1st day of December, 1987, including interest at the rate of TEN PERCENT (10%) per annum for a total of TWO HUNDRED FORTY (240) consecutive monthly installments. The monthly installment shall be first applied to interest and next to principal until both principal and interest are paid in full.

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, J.O. Jones et ux, Mary Jones

have this day bargained and sold, and do hereby transfer and convey unto the said Kenneth Hellie Jones

his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

" SEE EXHIBIT A ATTACHED HERETO "

7.8.3.8.9.

IDENTIFICATION REFERENCE

OCT 30 10 17 AM '87

PAUL L. HILLSMAN REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $44,794.95

Subscribed and sworn to before me, this the 23rd day of October, 19 87.

Affiant

My commission expires: 11-12-89

(Affix Seal)

Notary Public

unimproved ( )
This is improved ( ) property, known as (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 Grantee, his *(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.*

They *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, his *(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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantee *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas M. Black, 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 $ value *, 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 apprear 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:

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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hand S this 23rd day of October, 1987, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

J.O. Jones — Mary W. Jones

J.O. JONES — MARY W. JONES

KENNETH HELLIE JONES Kenneth Hellie Jones

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, J.O. Jones et ux, Mary W. Jones and Kenneth Hellie Jones

the within named 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 ..... Tennessee, this 23rd day of October, 19 87.

Diana L. Montgomery — Notary Public

Commission expires 11-12-89

DIANA L. MONTGOMERY NOTARY PUBLIC DAVIDSON CO. TENN.

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.....

INSTALLMENT DEED

FROM

TO

Compliments of
Commonwealth Title Agency
of Nashville, Inc.
Suite 112 Madison Bldg.
223 Madison St.
MADISON, TENNESSEE 37115

" EXHIBIT A "

Land in the 10th Civil District of Davidson County, Tennessee, described as follows:

Being in the town of Goodlettsville and beginning at a stone in the center of McClure Street in J.M. Phipps west line and running west with the center of the street 108 feet to a stake in the center of said street; thence North 281 feet to a stake in Mrs. Sue B. Johnson (now deceased) South line; thence East with said Sue B. Johnson's South line 72 feet to a stake in said line with corner of Lee Veechwine Northwest corner; thence South with said Phipps and Veechwine West line 281 feet to the place of beginning, containing by estimation ½ acre, more or less.

Being the same property conveyed to J.O. Jones et ux, Mary W. Jones by deed from Charles A. Mathews et ux, Alice Cantrell Mathews of record in Book 6448, page 533, said Register's Office.

INCLUDED in the above described property but EXPRESSLY EXCLUDED is the following strip of land:

Being a portion of Parcel 62 located in the 10th Civil District of Davidson County, Tennessee, being described as follows, to-wit:

Beginning at the northwest corner of Parcel 63 and as referred to as Lot No. 2 of record in Plat Book 831, page 283, said Register's Office, and being the common corner of Parcel 63 and 62, running back between parallel lines 248 feet, more or less, to a line in the rear measuring 7 feet thereon.

Being the same property conveyed to Kenneth Hellie Jones by deed from J.O. Jones et ux, Mary W. Jones of record in Book 7382, page 359, said Register's Office.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7391 PAGE 114

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MD - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MD TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7 8 3 8 9

IDENTIFICATION REFERENCE

OCT 30 10 17 AM '87

FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

No. 8181