INSTALLMENT DEED BOOK 7861 PAGE 271

FROM

CHARLES E. JONES, a widower

TO

WILLIAM WAYNE BROWN and wife,
BETTY J. BROWN

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Wayne Brown, et ux (NAME)	SAME (NAME)	Map 28-0
6140 Marrowbone Lake Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 114
Joelton, Tn. 37080 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14D 46355

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$35,000.00 William Wayne Brown
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF June, 1989

Notary Public

MY COMMISSION EXPIRES: 5-24-92

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-five thousand and 00/100 ($35,000.00)---------- DOLLARS

of which $1,000.00 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 vendor's lien note, of even date herewith, payable to the order of CHARLES E. JONES, in the principal sum of $34,000.00, in 240 monthly installments as follows: on the 7th day of July, 1989, the sum of $328.10, and thereafter the sum of $328.10 on the 7th day of each succeeding month, the last installment, for the sum of $333.69, being due on the 7th day of June, 2009. The installments include interest at the rate of 10% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $34,000.00.

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.

Charles E. Jones, a widower,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto William Wayne Brown and wife, Betty J. Brown

hereinafter called grantees, their heirs and assigns, certain real estate in 14th C.D. of Davidson County, Tennessee, as follows:

SEE NEXT PAGE FOR DESCRIPTION OF PROPERTY.

3438 06/09 0101 03CHECK 161.80

3 9 8 7 3

INDEXING REFERENCE

JUN 9 8 59 AM '89

FELIX Z. WILKINSON REGISTER
DAVIDSON COUNTY, TN

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. C. 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 6th day of June 1989.

X Charles E. Jones

X William Wayne Brown

Betty J. Brown

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 Charles E. Jones, a widower; AND William Wayne Brown and wife, Betty J. Brown, 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 6th day of June, 1989.

Notary Public

Commission expires 5-24-92

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 _____

RECORDER'S MEMO
Legibility of writing, typing or printing unsatisfactory in this instrument when received.

INSTALLMENT DEED
FROM: Charles E. Jones
TO: William Wayne Brown, et ux

BOOK 7861 PAGE 273

DESCRIPTION OF PROPERTY

Land in the 14th Civil District, Davidson County, Tennessee, and **BEING** Tract No. 1 on the Plan of the Paul L. Hicks property, not of record, and shown on a survey by Harold H. Cole, dated May 2, 1972, as follows: **BEGINNING** at a point in the Little Marrowbone Lake Road, said point being a corner to Carsie D. Mundy; thence with the line of said Carsie D. Munday, North 89 degrees 00 minutes East 1,346.5 feet to a point in the line of Lee Krantz property, said property being of record in Book 0476, page 128, Register's Office for Davidson County, Tennessee; thence with the line of Lee Krantz property, South 2 degrees West 353.3 feet to an iron pin, a corner to Blankenship; thence with the line of said Blankenship South 88 degrees 30 minutes West 876.05 feet; thence North 1 degree 30 minutes West 200 feet; thence North 88 degrees 30 minutes West 578.0 feet to the margin of said Road; thence with the margin of said Road North 24 degrees 05 minutes East 176.3 feet to the beginning, **containing 8.97 acres, more or less.**

BEING the same property conveyed to Charles E. Jones and wife, Geneva M. Jones, by deed from Johnny Biggs and wife, Brenda Biggs, of record in Book 6981, page 490, Register's Office for Davidson County, Tennessee. The said Geneva M. Jones is deceased, and Charles E. Jones acquired the entire fee as the surviving tenant by the entirety.

This conveyance is made **SUBJECT** to any easements that may be of record.

This conveyance **INCLUDES** one 1972 King mobile home, vehicle identification number 112601609.

GRANTOR to pay one-half of the 1989 land taxes.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7861 PAGE 274

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	35000.00
MAMT	34000.00
CON TX	115.50
MOR TX	36.80
PRFEE	0.50
WDEED	9.00
TOTAL	161.80
CHECK	161.80

06/09/89 01 09:01 0001 3438

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3 9 8 7 3

IDENTIFICATION REFERENCE

Jun 9 8 55 AM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 217783