Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
WILEY WILKERSON et ux	SAME	173
(NAME:)	(NAME:)	95
5587 Pettus Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Antioch, TN 37013		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 9519 PG 327

FOR AND IN CONSIDERATION of the sum of Sixteen Thousand and 00/100 ($16,000.00) Dollars, of which Seven Hundred Ninety-One and 24/100 ($791.24) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand Two Hundred Eight and 76/100 ($15,208.76) Dollars, Wiley Wilkerson and wife, Joyce Wilkerson have executed

their joint Promisory Note in the amount of Fifteen Thousand Two Hundred Eight and 76/100 ($15,208.76) Dollars payable to Charles G. Ellis or Corryne D. Ellis, payable in monthly installments of One Hundred Seventy-One and 94/100 ($171.94) Dollars each month. Said note bears interest of ten percent (10%) and is included in each monthly payment. Said payments begin on December 1, 1994 and continues for a total of fifteen (15) years, or until all principal and interest has been paid.

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, we, Charles G. Ellis and wife Corryne D. Ellis have this day bargained and sold, and do hereby transfer and convey unto the said Wiley Wilkerson and wife, Joyce Wilkerson their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, more fully described as follows:

Beginning at a point in the south ROW line of Pettus Road, said point also in the old boundary line of Parcel 94 and 95 of Tax Map 173. Thence southerly along said line S 06° 32' 19" W 260 feet to a point; thence S 20° 33' 48" W 179.68 feet to a point; thence S 07° 25' 46" W 40 feet to a point; thence S 17° 08' 47" E 109.94 feet to a point. (Said point being in the old north-south boundary line of Parcel 94 and 95 of Tax Map 173). Thence S 05° 08' 48" E 279.27 feet to a point in the south boundary line of the Bessie Phillip's property as recorded in Book 3929, page 922 RODC. Thence westerly along said line 216.58 feet more or less to a point. Said point being the southwest corner of Parcel 94 of Tax Map 173. Thence north 06° 32' 19" E 790 feet more or less to the south ROW line of Pettus Road. Thence in a easterly direction 180 feet

continued.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 16,000.00

Affiant

Subscribed and sworn to before me, this the 14th day of November 19 94

Notary Public

My commission expires:

(Affix Seal)

Deputy Register

This is unimproved (X) 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 Wiley Wilkerson and wife, Joyce Wilkerson 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 unincumbered.

we further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Wiley Wilkerson and wife, Joyce Wilkerson, 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 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 Wiley Wilkerson and wife, Joyce Wilkerson hereinafter referred to as trustors, hereby transfer and convey unto Brian O. Bowhan Darwin Gee 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:

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 Register's 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* 10 *day of* Nov. *, 19* 94*, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Chas G. Ellis

Corryne D. Ellis

X Wiley Wilkerson

X Joyce M. Wilkerson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, the undersign*, a Notary Public in and for said County and State,* Charles G. Ellis and wife, Corryne D. Ellis; Wiley Wilkerson and wife, Joyce Wilkerson

the within named bargainor....., 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* 10 *day of* November *, 19* 94

Jane A. Ellis *Notary Public*

JANE A. ELLIS NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 1-25-97

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

CHARLES G. ELLIS et ux

TO

WILEY WILKERSON et ux

This instrument prepared by:
CHARLES C. MORROW, Attorney
3221 Nolensville Rd. #102
Nashville, TN 37211

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 5,208.26

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631 •
NASHVILLE, TENNESSEE 37208

Progerty description continued....
more or less to the point of beginning. Containing three (3) acres, more or less.

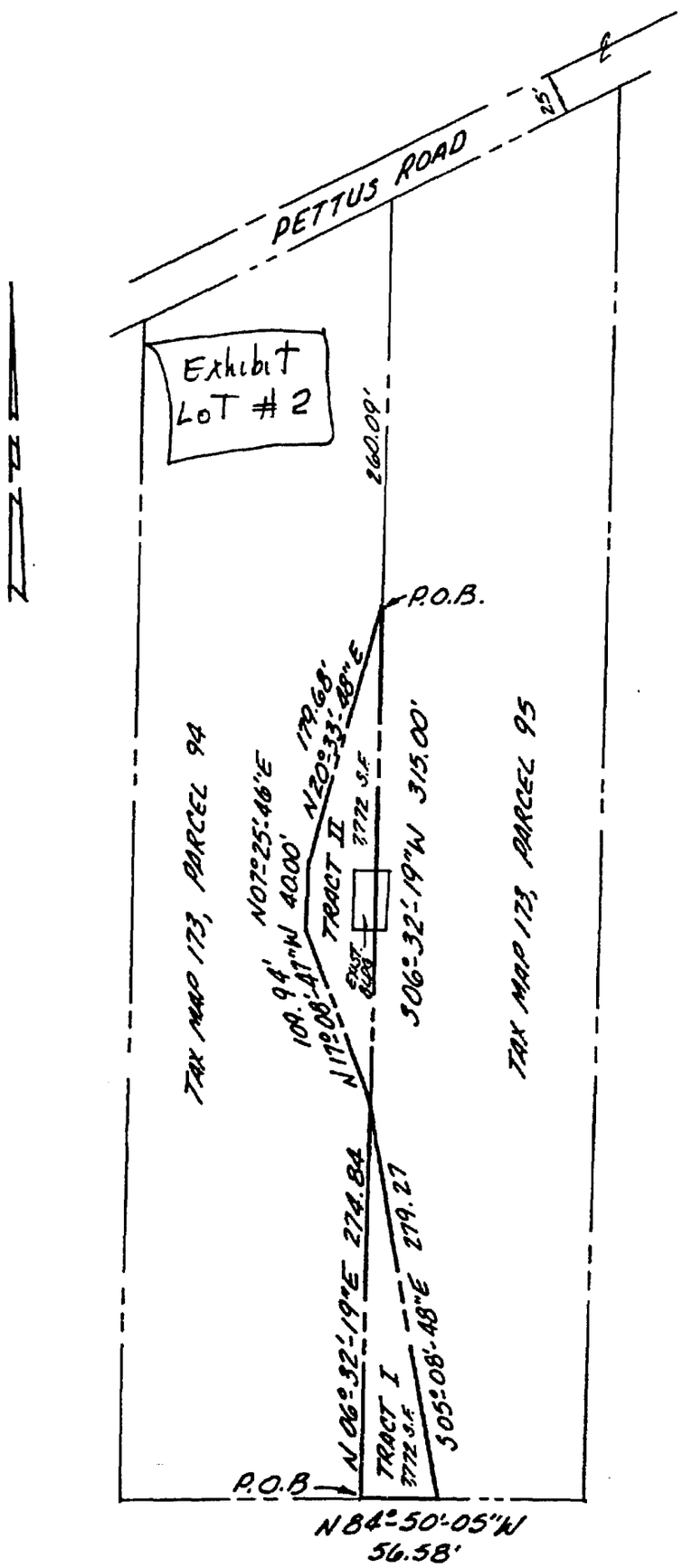
Being part of the same property conveyed to Charles G. Ellis and wife, Corryne D. Ellis from Anna Jeanette Phillips Tibbs by deed of correction as recorded in Book 9399, page 501 RODC. (See survey attached as Exhibit A - Lot 2).

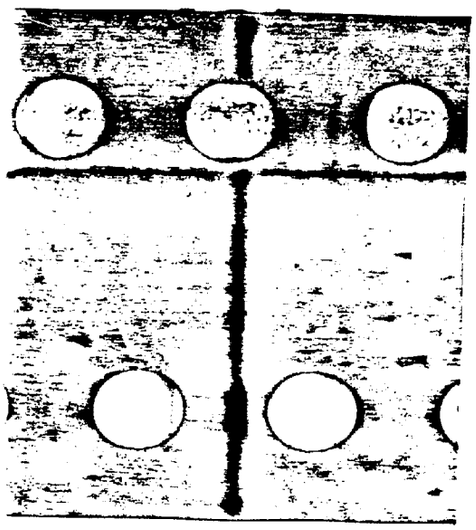
08513
IDENTIFICATION REFERENCE
PICK-UP
94 NOV 14 AM 10:19
FILED & RECORDED REGISTER
DAVIDSON COUNTY, TN.
3556 11/14 0101 03CHECK 91.39

EXHIBIT "A"

SCALE: 1" = 100'

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

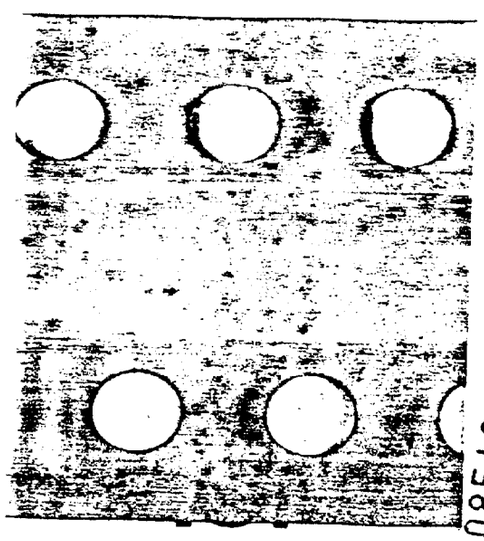
RECEIVED OF _____

FOR _____

BOOK 9519 PG 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



CAMT	16000.00
MAMT	15208.76
CON TX	59.20
~~MOR TX~~	~~15.19~~
~~PRFEE~~	~~1.00~~
WDEED	16.00
TOTAL	91.39
CHECK	91.39

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11/14/94 01 10:20 0001 3556

08513

IDENTIF. & REFERENCE

94 NOV 14 AM 10:19

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

No. 853637