THIS INSTRUMENT WAS PREPARED BY:
STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

FILE NO.: N.A.

ADDRESS NEW OWNER(S) AS FOLLOWS:
Charles A. McDonald et ux
5105 Old Hydes Ferry Road
Nashville, TN 37218

SEND TAX BILLS TO:
Same

MAP: 67
PARCEL: 11

Davidson County DEEDINST
Recvd: 12/14/00 09:15 4pgs
Fees:19.03 Taxes:416.34
20001214-0122928

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of **Eighty Nine Thousand Five Hundred and 00/100 Dollars ($89,500.00)** of which **$13,425.00** has been paid in cash by the Grantee(s) hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantees **have executed their joint promissory lien note of even date herewith, payable to the order of WM. MARSHAL MULLINS, in the original principal sum of $76,075.00, payable in 144 monthly installments of $778.76 each, beginning** JANUARY 12, **2001, with a like sum on the** 12TH **day of each consecutive month thereafter, until paid in full, said monthly installments include interest at the rate of 6.875% per annum**; 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.

I, **WM. MARSHAL MULLINS, a widower**, hereinafter called the Grantor(s), have this day bargained and sold, and do hereby transfer and convey unto **CHARLES A. MCDONALD and wife, SHERRY L. MCDONALD**, hereinafter called Grantee(s), their heirs and assigns, certain real estate located in **Davidson** County, Tennessee, as follows:

FIRST TRACT: A one-acre tract in the Southeast corner of a 63 acre tract on the Hyde's Ferry Pike, beginning at the Southeast corner of said 63 acre tract, (which was deeded to R. D. McDonald and wife, by Chas. E. Howington and wife, and Martha Rhodes, January 6, 1926, by Deed of record in Book 699, Page 134, R.O.D.C., Tennessee, and covered in Deed of December 14, 1926, from R. D. McDonald to Hautie McDonald, of record in Book 739, Page 210, R.O.D.C., Tennessee), running thence Northerly along the East line of said 63 acre tract 210 feet to a point; thence Westerly at right angles to the said East line 210 feet to a point; thence at right angles Southerly 210 feet to the South line of said 63 acre tract, and the North edge of said Pike; thence at right angles Southerly along the North edge of said Pike to the beginning.

BEING the same property conveyed to Jessie McDonald Mullins, by deed from R. D. McDonald and wife, Hautie McDonald, of record in Book 1166, Page 664, Register's Office for Davidson County, Tennessee; and the same property conveyed to Jessie McDonald Mullins and husband, Marshall Mullins, by deed from Jessie McDonald Mullins, of record in Book 3672, Page 605, said Register's Office. Jessie McDonald Mullins is deceased, and the Grantor acquired the entire fee upon her death as the surviving tenant by the entirety.

SECOND TRACT: A one-acre tract adjoining the one-acre tract heretofore transferred and conveyed to Jessie McDonald Mullins, by Deed from R. D. McDonald and wife, Hautie McDonald, of record in Book 1166, page 664, Register's Office for Davidson County, Tennessee. In the southeast corner of said acre herein conveyed is the northeast corner of the above described one-acre tract and extends along the north marginal line of said one-acre tract 210 ft. to a point in said marginal line which is the northwest corner of said

described one-acre tract, thence north 15 degrees 30 minutes West 210 feet to a point thence at angles North 63 degrees 00 minutes East 210 feet to a point in the East marginal line of the original 63 acres tract deeded to Hautie McDonald of record in Deed Book 730, page 210, Register's Office for Davidson County, Tennessee, thence at an angle along the East marginal line of the 63 acre tract South 18 degrees 35 minutes West 210 feet to the point of beginning, **containing one acre.**

BEING the same property conveyed to Jessie McDonald Mullins and husband, Marshall Mullins, by deed from Charles Douglas McDonald and Marjorie Fay McDonald Gray, of record in Book 3615, Page 321, Register's Office for Davidson County, Tennessee. Jessie McDonald Mullins is deceased, and the Grantor acquired the entire fee upon her death as the surviving tenant by the entirety.

This is the same description as in the previous deed of record.

Wm. Marshal Mullins, Wm. M. Mullins, and Marshall Mullins are one and the same person.

Mildred McDonald signs this deed for and in behalf of Wm. Marshal Mullins under and by virtue of a Full and Complete General Power of Attorney of record in Book _____, Page _____, Register's Office for Davidson County, Tennessee.

Instrument #20001214-0122927

This is improved property known as 5274 Ashland City Highway, Nashville, Tennessee 37218.

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 note or notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note or notes, as it matures, 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. G. Wilkinson, Trustee, Attorney at Law, 106 Frey Street, Ashland City, Tennessee 37015**, 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 with some reliable fire insurance company or companies for at least the sum of **$insb. value** until the note or 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 note or 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 note or 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 note or 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 note or 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 note or notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note or notes, within thirty (30) 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 note or notes, or any of

said note or notes then past due and unpaid, all remaining unpaid note or 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 (20) 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 Courthouse 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 note or 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 sum 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 note or 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 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.

Maximum principal indebtedness for Tennessee recording tax purposes is $76,075.00.

IN WITNESS WHEREOF, we, the said Grantor and Grantees, have hereunto set our hands this the 12th day of December, 2000.

GRANTOR:

WM. MARSHAL MULLINS

By: Mildred McDonald
Attorney-in-Fact

GRANTEES:

Charles A. McDonald
CHARLES A. MCDONALD

Sherry L. McDonald
SHERRY L. MCDONALD

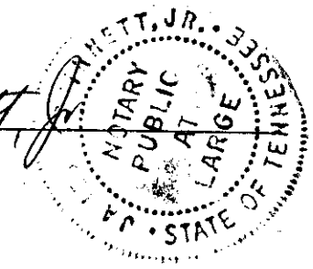
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STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

On this 12TH day of December, 2000, before me personally appeared **MILDRED MCDONALD**, to me known to be the person who executed the foregoing instrument on behalf of **WM. MARSHAL MULLINS**, and acknowledged that she executed the same as the free act and deed of the said **WM. MARSHAL MULLINS**.

Witness my hand and official seal at Ashland City, Tennessee, this 12TH day of December, 2000.

James W. Stennett, Jr.
Notary Public



My Commission Expires: 03-17-2004

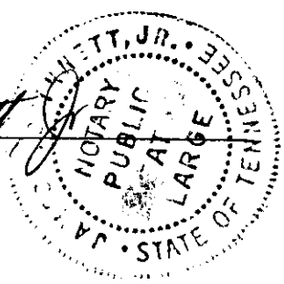
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STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **CHARLES A. MCDONALD and wife, SHERRY L. MCDONALD**, the bargainor(s), 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 Ashland City, Tennessee, this 12TH day of December, 2000.

James W. Stennett, Jr.
Notary Public



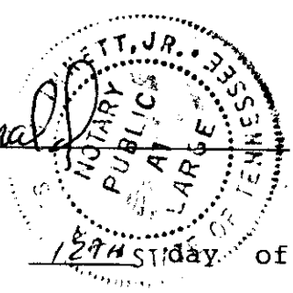
My Commission Expires: 03-17-2004

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STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

The actual consideration or value, whichever is greater, for this transfer is **$89,500.00**.

Charles A. McDonald
Affiant



Subscribed and sworn to before me, this the 12TH day of December, 2000.

James W. Stennett, Jr.
Notary Public

My Commission Expires: 03-17-2004

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jb:McDonald.dee