OFFICIAL RECEIPT

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Paul Hite, et ux (NAME)	Same (NAME)	2D 44620
Rt 3, Box 112 (STREET ADDRESS OR ROUTE NUMBER)	" (STREET ADDRESS)	136
Antioch Tennessee 37013 (CITY) (P. O. ZONE) (STATE)	" (CITY) (ZONE) (STATE)	110

INSTALLMENT DEED

BOOK 6019 PAGE 633

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty-eight Thousand One Hundred Eighty-eight and no/100 ($128,188.00)----------DOLLARS

of which $ has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have assumed and agreed to pay Twenty-eight Thousand Three Hundred Thirty-nine and 51/100 ($28,339.51) Dollars which is the unpaid balance of a first mortgage indebtedness payable to Newman C. Shankle and wife, Louise Shankle, and further have executed a promissory note of even date herewith payable to Grantors in the original principal amount of Ninety-nine Thousand Eight Hundred Forty-eight and 49/100 ($99,848.49) Dollars plus interest at a rate equal to the prime rate being charged by First American National Bank of Nashville upon the date that respective payments are due. Payments shall be in the amount of $6,000.00 which amount is inclusive of interest and are payable quarterly as specified in said promissory note. This note or any part thereof may be prepaid in full without penalty,

said 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

Bob G. Long and wife, Jo Anne Long,

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

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

See attached Exhibit A.

RUSH

FILED & RECORDED
DAVIDSON COUNTY, TN
FELIX Z. WILSON III REGISTER
MAR 11 3 47 PM '83

IDENTIF. REFERENCE

H 3 5 6 3 3

This is improved (X) unimproved ( ) property known as Smith Springs Road, Antioch, TN 37013
(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 unincumbered, except for 1983 taxes which are prorated and assumed by grantees & as otherwise noted herein.

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 Don L. Smith 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 $ fmv 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 thereon, 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, 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:

OFFICIAL RECEIPT

BOOK 6019 PAGE 670

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 March 19 83

Bob G. Long — Paul Hite

Jo Anne Long — Mariea Hite

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 128,188.00

Affiant

Subscribed and sworn to before me, this the 1st day of March 19 83

My commission expires (Affix Seal) 10/15/83 — Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Angela S. Powers a Notary Public in and for said County and State, the within named BOB G. LONG + WIFE, JOANNE LONG 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 Nashville, TN. this 1st day of March 19 83

Commission Expires 10/15/83 — Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Angela S Powers, a Notary Public in and for said County and State, the within named PAUL HITE + wife MARIEA HITE 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 Nashville, Tennessee, this 1st day of March, 1983.

Commission Expires 10/15/83 — NOTARY PUBLIC

This instrument was prepared by:
Don L. Smith, Attorney, MANIER, WHITE, HEROD, HOLLABAUGH & SMITH, P.C.
700 Metropolitan Federal Building, Nashville, TN 37219
Name — Address

INSTALLMENT DEED

FROM

TO

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2200

FORM NO. 1003 REVISED 1-75

TRACT I: Land in the Second Civil District of Davidson County, Tennessee being a 30 foot wide strip of land adjacent and parallel to the property conveyed to the United States of America by deed from Robert C. Burnett et ux of record in Book 3848, Page 708, Register's Office for Davidson County, Tennessee. The westerly boundary line of said 30 foot strip of land commences at a point in the center of Smith Springs Road, in the line between the lands of Robert C. Burnett et ux and the United States of America, thence along the line between said lands north 26 deg. 57 min. West 832.47 feet to a point; thence along said line north 60 deg. 54 min. West 267.17 feet to a point in the south line of the land conveyed to N.C. Shankle et ux by deed of record in Book 3644, Page 71, Register's Office for Davidson County, Tennessee, being a part of the property conveyed to Robert S. Burnett et ux Mary Burnett by deed from John C. Burnette et ux Lee Ines Burnette of record in Book 3644, Page 73, Register's Office for Davidson County, Tennessee.
TRACT II: Land in the Second Civil District of Davidson County, Tennessee, and described according to an unrecorded survey made by E.L. Miller, Jr. and Co., dated August 22, 1963, and revised September 23, 1963, and as agreed upon by all of the adjoining property owners as evidenced by an instrument of record in Book 3641, Page 282, Register's Office for said County, as follows: BEGINNING at a 12 inch tree and a fence corner, said tree being located on the westerly margin of an old road bed and being the northeast corner of the property described in the instrument of record in Book 3641, Page 282, Register's Office for Davidson County, Tennessee; thence South 1 deg. 00 min. West 112 feet to a point; thence South 4 deg. 30 min. West 370 feet to an iron pin; thence North 84 deg. 25 min. West 1325 feet to an iron pin in fence; thence North 1 deg. 00 min. East 477 feet to a corner post; thence South 84 deg. 50 min. East 1333 feet to the point of beginning and containing 14.6 acres more or less. Tract I: Being the same property conveyed to N.C. Shankle et ux Louise M. Shankle by deed from Robert C. Burnett et ux as of record in Book 3950, Page 339, aforesaid Register's Office. Tract II: Being the same property conveyed to N.C. Shankle et ux Louise M. Shankle by deed from John C. Burnette et ux Lee Ines Burnette of record in Book 3644, Page 71, Register's Office for said County.

INCLUDED herein but excluded herefrom are two tracts of land conveyed to the United States of America as of record in Book 3953, Page 952, aforesaid Register's Office. Tract I containing 3.60 acres, more or less. Tract II containing 0.40 acres more or less.

BEING the same property conveyed to Bob G. Long and wife, Jo Anne Long by deed from Clyde A. Beal and wife, Shirley P. Beal of record in Book 5593, Page 595, Register's Office, Davidson County, Tennessee.

Grantees herein agree to assume and pay a first mortgage payable to Newman C. Shankle and wife, Louise Shankle, of record in Book 4672, Page 969, Register's Office, Davidson County, Tennessee.

THIS conveyance is subject to any and all existing easements of record.

LAND in the Second Civil District of Davidson County, Tennessee being a 30 foot wide strip of land adjacent and parallel to the property conveyed to the United States of America by deed from Robert C. Burnett and wife of record in Book 3848, Page 708 Register's Office for Davidson County, Tennessee. The westerly boundary line of said 30 feet strip of land commences at a point in the center of Smith Springs Road, in the line between the lands of Robert C. Burnett and wife and the United States of America, thence, along the line between said lands north 26 deg. 57 min. West 832.47 feet to a point; thence along said line north 60 deg. 54 min. West 267.17 feet to a point in the south line of the land conveyed to N. C. Shankle and wife by deed of record in Book 3644, Page 71 Register's Office for Davidson County, Tennessee, being part of the property conveyed to Robert C. Burnett and wife, Mary Burnett by deed from John C. Burnette and wife, Lee Ines Burnette of record in Book 3644, Page 73 Register's Office for Davidson County, Tennessee.
FOR SO LONG as grantors, or either of them, or any of grantors' children shall own the property adjoining the east side of the above described strip of land, grantors reserve to themselves and their children an easement and right in common with grantees, their heirs and assigns, to use the roadway upon the above described strip of land for the purpose of ingress to and egress from grantors' said adjoining property.

Exhibit A

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6019 PAGE 642

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
			128188.00-	CO
			99848.49-	MO
			333.32	CO TX
			97.60	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	440.62-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 3 5 6 3 3

IDENTIF. REFERENCE

MAR 11 3 47 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 934690