This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

William A. Hays and wife,

Nancy Bing Hays

TO

Paul Ray Carmack and wife,

Mildred J. Carmack

For draftsman's use

This Instrument Was Prepared By
DENNEY, LACKEY & CHERNAU
218 Third Avenue North
Nashville, Tennessee 37201

BOOK 6046 PAGE 822

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Paul Ray Carmack et ux. (NAME)	Paul Ray Carmack (NAME)	Map 52-1
813 Barbara Drive (STREET ADDRESS OR ROUTE NUMBER)	813 Barbara Drive (STREET ADDRESS)	Parcel 323
Madison, Tennessee 37115 (CITY) (STATE) (P. O. ZIP)	Madison, Tennessee 37115 (CITY) (STATE) (ZIP)	11D-72060

(FOR REGISTER'S USE)

H 4 4 7 8 9

IDENTIF. REFERENCE

APR 29 10 34 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,500.00 Paul Ray Carmack
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF April, 19 83

Notary Public

MY COMMISSION EXPIRES: 1-19-86

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Five Thousand Five Hundred and no/100ths ($35,500.00) DOLLARS

of which $ 10,500.00 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 promissory note of even date herewith in the amount of $25,000.00 together with interest at the rate of 10 1/2% per annum on the unpaid principal balance payable to the order of William A. Hays and wife, Nancy Bing Hays in 180 monthly installments of $276.35 each, with the first installment falling due on the 2nd day of June, 1983, and one payment due on the 2nd day of each month thereafter until paid in full,

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 expresaly retained on the land herein conveyed,

WILLIAM A. HAYS AND WIFE, NANCY BING HAYS

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

PAUL RAY CARMACK AND WIFE, MILDRED J. CARMACK

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

Land in Davidson County, Tennessee, being the easterly part of Lot No. 2 on the Plan of the Resubdivision of Lot No. 10 of Madison Park Subdivision (said resubdivision is not of record) of record in Book 421, page 184, said Register's Office, described according to a copy of a survey thereof made by Ewell Anderson, Surveyor, January 1946, as follows:

Beginning at a point in the southerly margin of Neely's Bend Road at an iron pin 221 feet easterly from the common line of Lots Nos. 10 and 11; thence southerly 294.8 feet to an iron pin; thence northeasterly 82.8 feet to an iron pin; thence northerly 219.7 feet to an iron pin in the southerly margin of Neely's Bend Road; thence with the margin of said road along a slight curve westerly 77 feet to the point of beginning.

Being the same property conveyed to William A. Hays and wife, Nancy Bing Hays by deed from Earnest E. Tomlinson, Jr. and wife, Mary Etta Tomlinson of record in Book 4648, page 997, Register's Office for Davidson County, Tennessee.

04/29 121.60- CHECK

3817

This is unimproved ( ) improved (X) property, known as 534 Neelys Bend Road, Madison, Tennessee
(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 seised 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 Carl S. Johnson 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 $ 1 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 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:

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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 29th day of April 19 83.

Paul Ray Carmack

Paul Ray Carmack

Mildred J. Carmack

Mildred J. Carmack

William A. Hays

William A. Hays

Nancy Bing Hays

Nancy Bing Hays

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John S. Fry, a Notary Public in and for said County and State, the within named William A. Hays and wife, Nancy Bing Hays Paul Ray Carmack and wife, Mildred J. Carmack 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 29th day of April, 1983.

John S Fry, Notary Public.

Commission expires 1-19-86

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 .....

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6046 PAGE 824

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			35500.00- CO	
			25000.00- MO	
			92.50 CO TX	
			23.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 121.30-	
			3617A04/29/03 P0L .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 4 4 7 8 9

IDENTIF. REFERENCE

APR 29 10 35 AM '03

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 945439