Prepared by: Mike FRANKS
230 4th Ave N.
Nashville, TN. 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Robert Hankins, Jr.		148-10-136
(NAME): P.O. Box 65	(NAME): SAME	FIELD BOOK NO. 5DU-45975
(STREET ADDRESS OR ROUTE NUMBER): Nolensville, Tn. 37135	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of Thirty-Eight Thousand and 00/100 ($38,000.00) *Dollars, of which* Seven Thousand and 00/100 ($7,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty-One Thousand and 00/100 ($31,000.00) *Dollars, the grantees hereinafter set forth have executed* a Promissory Note of even date herewith in the original principal amount of Thirty-One Thousand ($31,000.00) Dollars payable to the order of Robert Fulcher and Terry Mays, a partnership d/b/a Haywood Ltd. and payable as follows: (a) interest only at the rate of 10% per annum on the unpaid balance due and payable quarterly on September 30, December 31, March 31, and June 30 of each year hereafter until the principal balance is paid in full, said quarterly installments of interest commencing on September 30, 1983; and (b) the principal balance and all accrued interest being due and payable $3,000 12 months after date hereof; $14,000 24 months after date hereof and $14,000 30 months after date hereof.

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 and to secure any extensions, renewals or modifications of the foregoing note, Robert Fulcher and Terry Mays, a partnership d/b/a Haywood Ltd.

have this day bargained and sold, and do hereby transfer and convey unto the said Howard Wayne Bates and wife, Louise Bates (with rights of survivorship) as to an undivided 2/3 interest and Robert Hankins, Jr. as to an undivided 1/3 interest (the "grantees")

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 38,000.00

Affiant

Subscribed and sworn to before me, this the 15th day of September, 19 83

Notary Public

My commission expires: (Affix Seal)

This is unimproved (XX) 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 grantees, 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 unencumbered,* except as herein set forth. We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Michael Franks, *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 $ FMV *, 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.

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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 Registers 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 15th day of September, *1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Howard Wayne Bates
HOWARD WAYNE BATES

Louise Bates
LOUISE BATES

Robert Hankins Jr
ROBERT HANKINS, JR.

ROBERT FULCHER and TERRY MAYS, a partnership d/b/a HAYWOOD LTD.

By: Robert Fulcher
Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

H. STEID STAMATE

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Davidson Tennessee
Howard Wayne Bates, Louise Bates, Robert Hankins, Jr. and Robert Fulcher and Terry Mayes, a partnership d/b/a Haywood Ltd.
*the within named bargainor*s, *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* 15th *day of* September, *1983*

Notary Public

Commission expires April 05 1987

ASSISTANT NOTARY PUBLIC DAVIDSON COUNTY

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
ROBERT FULCHER and TERRY MAYS, a partnership d/b/a HAYWOOD LTD.

TO
HOWARD WAYNE BATES and wife, LOUISE BATES, and ROBERT HANKINS, JR.

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
314 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005—HESSEY 8-1-75

EXHIBIT "A"

A tract of land in the 5th Civil District of Davidson County, Tennessee, described as Lot No. 2 according to a survey made by Barry Greer, Registered Land Surveyor, dated 8/18/83 and further described as follows:

BEGINNING at a concrete monument in the Westerly margin of Apache Trail, said monument being the Southeast corner of Lot No. 2, herein described, and the Northeast corner of the property recorded as Phillips 66 Park in Book 5190, page 541, Register's Office of Davidson County, Tennessee, this being the true point of beginning; thence, South 73° 18' 34" West 211.62 feet to a point, being the Southwest corner of Lot No. 2; thence around an arc, which has a radius of 252.45', deflection of 7° 56' 53", tangent of 17.54 feet, and cord bearing of North 2° 25' 27" West 34.99 feet, for a distance of 35.02 feet to a point; thence, North 1° 33' East 130.79' to a point, being the Northwest corner of Lot No. 2; thence North 84° 13' 07" East 182.02' to a point, being the Northeast corner of Lot No. 2; thence around a curve, which has a radius of 660.54', for a distance of 125' to the concrete monument which is the point of beginning, being .64 acres more or less.

BEING part of the same property conveyed to Robert Fulcher and Terry Mayes, a partnership d/b/a Haywood Ltd. by deed from Don L. Smith, Trustee and Ervin M. Entrekin, Trustee, of record in Book 4886, page 69, Register's Office for Davidson County, Tennessee.

This conveyance is subject to:

1. The unrecorded plan shows an Owner's Certificate, 10-foot easement for public utilities and drainage along the westerly (rear) line of lot.

2. Restrictive covenants contained in an instrument of record in Book 4437, page 661, and Book 4580, page 305, Register's Office for Davidson County, Tennessee, and in Book 4839, page 473, Register's Office for Davidson County, Tennessee.

3. Taxes for 1983, a lien but not yet due and payable, which were prorated at closing and assumed by grantees.

09/20 137.30- CHECK

9807

RUSH

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

Sep 20 3 24 PM '83

IDENTIF. REFERENCE

H 7.4 7.6 0

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CD -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
			38000.00-	CO
			31000.00-	MO
			98.80	CO TX
			29.00	MO TX
			.50	PRFEE
			9.00	WDEED
				CHECK 137.30-
			8807A09/20/83	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7 4 7 6 0

IDENTIF. REFERENCE

SEP 20 3 23 PM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

No. 980063