This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Tyler Binkley Evitts, a single lady

TO

Samuel L. Spencer and Douglas T. Spencer, as tenants in common, each a 1/2 undivided interest

For draftsman's use

L. KENNETH JOHNSON - ATTORNEY
213 North Main Street
Goodlettsville, TN. 37072
859-6252

BOOK 6160 PAGE 223

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Samuel L. Spencer and Douglas	T. Spencer SAME	10D-17840
(NAME)	(NAME)	
3109 Ivy Point Rd		Map 10
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 8.1a
Goodlettsville Tenn		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 8 1 1 6 3

IDENTIF. REFERENCE

Oct 20 11 31 AM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50,000.00 Samuel L. Spencer
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF October, 1983.

Notary Public

MY COMMISSION EXPIRES: 10/14/1986

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FIFTY THOUSAND AND NO/100---------- [$50,000.00] ---------- DOLLARS

of which $ 16,666.67 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, herein, have executed their joint promissory note of even date, herewith, in the amount of $33,333.33, payable to the order of Tyler Binkley Evitts, in semi-annual installments of $2,415.70, said installments include principal and simple interest at the rate of 10%, payable over a period of twelve [12] years.

THIS PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS APPARENT AND OF RECORD.

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,

Tyler Binkley Evitts, a single lady,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Samuel L. Spencer and Douglas T. Spencer, as tenants in common, each a 1/2 undivided interest,

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

A tract of land in the 10th Civil District of Davidson County, Tennessee, described as follows: BEGINNING at a point in the northeasterly margin of Ivy Point Road, said point being in center of a drain at the northerly end of a bridge under said road and 20 feet from center line of said road, a corner with Tract No. 2, the most South-Southeast corner of this property; thence with line of Tract No. 2 as follows: N 48° 45' E 178 feet to an iron pin; thence N 71° E 305 feet to an iron pin; thence N 67° 15' E 340 feet to an iron pin, in fence line of Walter Knight; thence with fence line of said Knight N 8° 45' E 28 feet to an Ash Tree on the South bank of a gulley, a corner of said Knight and Willie Mae Field; thence with fence line of said Field N 4° E 1064 feet to a point in center of a drain, in a hollow, in line of C. E. Spencer, Sr.; thence with line of said Spencer as follows: S 51° 15' W 67.8 feet to an iron pin; thence N 20° 45' E 306 feet to an iron post, a corner with Gary A. Ellis; thence with line of said Ellis N 82° W 411 feet to an iron post, a corner of said Ellis and Anita R. Krantz in this line; thence with line of said Krantz as follows: N 88° 40' W 693 feet to a corner post; thence S 1° 30' W 518 feet to a Sycamore Tree in a deep hollow; thence S 5° 30' W 310 feet to Gum Tree; thence S 6° 10' W 166.3 feet to a Sugar Tree; thence S 16' W 66.4 feet to a Red Oak Tree; thence S 1° 15' W 60.8 feet to an Ash Tree; thence S 6° E 77 feet to an iron pin; thence S 65° 40' W 85 feet to a point in the Northeasterly margin of aforesaid Ivey Point Road; thence with margin of said road, as follows: S 32° 15' E 75 feet, S 37° E 50 feet, S 42° 30' E 50 feet, S 46° 45' E 50 feet, and S 46° 30' E 375 feet to the beginning, containing 36.2 acres, more or less.

BEING the same property conveyed to Gennie B. Benton and husband Edgar R. Benton, by deed from Elvert Gentry, Trustee, of record in Book 2277, Page 523, Register's Office for Davidson County, Tennessee. The said parties having since died. The said Glennie B. Benton having since predeceased the said Edgar R. Benton. The said Edgar R. Benton having since died and being the same property devised to Tyler Binkley Evitts, as devisee under the Will of Edgar R. Benton, deceased, as of record in Will Book 129, Page 716, County Court Clerk's Office for Davidson

This is improved ( ) unimproved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

5419 10/20 167.80 CHECK

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 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 L. Kenneth 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 $ actual value 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:

BOOK 6160 PAGE 224

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 20th day of October 19 83.

Tyler Binkley Evitts
TYLER BINKLEY EVITTS

Samuel L. Spencer
SAMUEL L. SPENCER

Douglas T. Spencer
DOUGLAS T. SPENCER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Tyler Binkley Evitts, a single lady, and Samuel L. Spencer and Douglas T. Spencer,

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 20th day of October, 83.

Robert E. Moore Jr., Notary Public. At Large

Commission expires Oct 19, 1986

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 6160 PAGE 225

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
			50000.00- CAMT.	
			33333.33- MAMT.	
			130.00 CSTAX	
			31.30 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	167.80-
6419A	10/20/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 8 1 1 6 8

IDENTIF. REFERENCE T

OCT 20 11 31 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 987436