This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

PAUL L. AMSTUTZ AND WIFE,
ADELLA AMSTUTZ

TO

STEPHEN K. FELTS AND WIFE,
SUSAN S. FELTS

For draftsman's use

Prepared By:
Tom G. Coleman, Jr.
Attorney at Law
9000 E. Church St.
Brentwood, TN 37027

BOOK 6213 PAGE 403

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
STEPHEN K. FELTS, ETUX (NAME)	New Owner (NAME)	Map 87
Route 1, Bakers Grove Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	p/o Par 132
Hermitage, TN 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	4D-16706

(FOR REGISTER'S USE)

H97260

IDENTIF. REFERENCE

JAN 13 8 22 AM '84

FELIX Z. ... DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ } Williamson

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

$ 34,500.00 Mary Katherine Hathcock
Affiant

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

Linda Woods
Notary Public

MY COMMISSION EXPIRES: 10/21/84
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY FOUR THOUSAND FIVE HUNDRED AND NO/100 ($34,500.00) DOLLARS of which $ 8,625.00 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 this day executed their one promissory note of even date herewith in the original principal sum of $25,875.00 payable to the order of Grantors and executed by the Grantees and given as part of the purchase money on the herein descirbed property. Said note is payable in 20 consecutive quarterly installments of $1,293.75 each plus interest, interest being at the rate of 9-3/4% per annum on the unpaid principal sum. The first payment falling due on the 1st day of April, 1984 and thereafter said consecutive quarterly installment payments shall continue quarterly on the 1st day of July, October, January and April of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

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,

PAUL L. AMSTUTZ AND WIFE, ADELLA AMSTUTZ

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

STEPHEN K. FELTS AND WIFE, SUSAN S. FELTS

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

SEE DESCRIPTION ATTACHED

unimproved ( )
is is improved ( ) property, known as _____ (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 unencumbered.

BOOK 6213 PAGE 404

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 Tom G. Coleman, Jr. 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 $ insurable interest 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:

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 December 19 83

Stephen K. Felts — STEPHEN K. FELTS

Paul L. Amstutz — PAUL L. AMSTUTZ

Susan S. Felts — SUSAN S. FELTS

Adella Amstutz — ADELLA AMSTUTZ

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named STEPHEN K. FELTS AND WIFE, SUSAN S. FELTS

the bargainor S with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.
*(or proved to me on the basis of satisfactory evidence)

Witness my hand and official seal at Brentwood Tennessee, this 29 day of December, 1983.

Linda Wilder, Notary Public.

Commission expires 10/21/84.

STATE OF TENNESSEE
COUNTY OF Hamblen

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named PAUL L. AMSTUTZ and wife, ADELLA AMSTUTZ, the bargainors, 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 purpose therein contained.

Witness my hand and official seal at Morristown, Tennessee, this 3rd day of December, 1983.

NOTARY PUBLIC

My commission expires: March 14th, 1984

DESCRIPTION

Tract No. 1

Land lying and being in the 4th Civil District of Davidson County, Tennessee being a portion of the Hollis Hagar Farm plan of record in Plat Book 1, Page 54, Chancery Court at Nashville for Davidson County, Tennessee and described according to an unrecorded survey made by Joe Charles Wilson, Sr. and shown as Tract No. 5 on said survey described as follows, to wit:

Beginning at a point in the easterly margin of New Hope Road said point being located 349 feet as measured along the easterly margin of New Hope Road in a southerly direction from the southwest corner of the property conveyed to Richard Harris Smith, Sr., et ux by deed of record in Book 1534, Page 273, Register's Office for Davidson County, Tennessee; thence leaving said easterly margin of New Hope Road with the south line of Tract #6 the five (5) following calls: south 85°50'31" east, 421.16 feet to an iron pin; South 79°58'10" east, 633.84 feet to an iron pin; south 75° 57'35" east, 482.62 feet to an iron pin; south 61° 35' east, 350.00 feet to an iron pin and south 20° 00' east, 350.00 feet to an iron pin; thence, with the west line of Tract #6, south 20° 00' west, 1252.09 feet to an iron pin in Barham's north line; thence with Barham's north line, north 82° 45' 25" west, 677.20 feet to an iron pin in McCormick's east line; thence, with McCormick's east line, north 6° 01' east, 560.32 feet to an iron pin at Todd's southwest corner; thence with Todd's south line, south 77°23'18" east, 304.12 feet to an iron pin at Todd's southeast corner; thence with Todd's, Shelton's and Kissner's east line, north 21° 41'36" east, 988.81 feet to an iron pin at Kissner's northeast corner; thence with Kissner's and Shelton's north line north 70°12'44" west, 802.06 feet, to an iron pin at Shelton's northwest corner; thence with the north line of Tract #4, north 80°05' 58" west, 399.20 feet to an iron pin; thence north 85°50'31" west, 421.06 feet to a point in the easterly margin of New Hope Road; thence along the easterly margin of New Hope Road, north 6°12'35" east 64.75 feet to the point of beginning, containing 23.25 acres, more or less.

Being part of the same property conveyed to Paul L. Amstutz and wife, Adella Amstutz by deed from John McDonald and wife, Joy R. McDonald of record in Book 5168, Page 906, Register's Office for Davidson County, Tennessee.

There is a 30 foot ingress and egress easement across this tract beginning on the south line approximately 330 feet east of New Hope Road and running in a northeast direction for approximately 80 feet to the north line of this tract. Being approximately 380 feet east of New Hope Road. This easement is for the joint benefit of owners of Tracts 4, 5, 6, 7, 8, 9 and 10 as shown on survey by Charles Wilson, Sr., dated June, 1977, with the right of each property owner to use same.

This instrument is made subject to Restrictions contained in the deed of record in Book 5168, Page 908, said Register's Office, which state:
1. Any visible easement that an inspection of the premises would disclose.
2. Under a deed from J. W. Hager to John F. Hamblen, dated August 20, 1919 of record in Deed Book 82, Page 7, Register's Office for Wilson County, Tennessee, there was reserved unto the said J. W. Hager a graveyard situated on the said property of "16 square feet where the graves are now", with the right of ingress and egress, thereto. (May or may not apply to said property.)
3. Easements for ingress and egress as hereinbefore set out.

The following restrictions will remain in force until June 30, 1997:
1. All barns and related type buildings must be set back 1,050 feet or more from property line adjoining New Hope Road.
2. No trailer or mobile home, basement house, garage, barn or other building may be used as temporary or permanent living quarters within 1550 feet from property line adjoining New Hope Road.
3. Swine or commercial poultry on property is prohibited.
4. Storage of junk cars, storage of building materials or other offensive or unsightly storage is prohibited.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6213 PAGE 406

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
			34500.00- CAMT.	
			25875.00- MAMT.	
			65.70 CSTAX	
			23.90 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 123.10-	
			590BA01/13/84 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 9 7 2 6 0

IDENTIF. REFERENCE

JAN 13 8 22 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 6335