This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Loyd F. Potts and

Jimmy D. Potts

TO

Charles W. Harper

For draftsman's use

This instrument Prepared by:

Matthew B. Picher, Jr.
808 Broadway, Suite 200
Nashville, TN 37203

BOOK 6381 PAGE 352

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles W. Harper (NAME)	Same as new owner (NAME)	14D 65 15& 14D65 16 Map 21-80.1 and Map 21-81.1 parcels
Rt. 6, Box 91 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Ashland City, TN 37015 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

149607

IDENTIF. REFERENCE

SEP 14 9 24 AM '84

REGISTER'S OFFICE DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 52,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14 DAY OF Sept, 1984

Notary Public

MY COMMISSION EXPIRES: 1-18-87

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $52,000.00 **DOLLARS**

of which $ 10,000.00 **has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees**

executed his promissory note of even date herewith, payable to the order of Loyd F. Potts and Jimmy D. Potts in monthly installments of $102.73, for the principal amount of $6,000.00 with interest at the rate of 11% a year; and, agreed to assume, pay and keep current the 10½% note in favor of Robert R. Poe and wife, Sara F. Poe, which note constitutes a first lien against this property by Installment Deed of record in Book 5767, Page 66.

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,

we Loyd F. Potts and Jimmy D. Potts,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Charles W. Harper and Linda Faye Anderson

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

A lot of land in the 1st Metropolitan District of Nashville, and Davidson County, Tennessee, on the southwesterly side of U.S. Highway 41-A more particularly described as follows to-wit:

TRACT NO. 1

Beginning at an iron stake, the southwest corner of Houston Wilson lot, in the north line of Potters Nursery; thence with the north line of Potters south 80° west 207 feet to a sweet gum tree; thence leaving Potters line going north 5° west 232 feet to an iron stake, thence north 75° east 225 feet more or less to an iron stake in the margin of U.S. Highway 41-A; thence with the margin of said highway south 45° east 18 feet to an iron stake in Houston Wilson's west line; thence with Wilson's line south 3° west 241 feet to the point of beginning, containing 1.28 acres more or less and being Tract No. 1 of the survey by S.H. Hutchison on March 27, 1964.

A tract of land in the 14th, formerly the 24th Civil District of Davidson County, Tennessee, described according to a survey made by T.R. Sanford, April 19, 1963, as follows:

TRACT II

Beginning at a tact in the center of Highway No. 112 or Clarksville Highway, said tack being south 0° 30'east 40 Feet, more or less from the southwest corner of the property conveyed to Benny Pignolo and wife, Lottie Carney Pignolo by deed from H.R. Potter and wife, of record in Book 1342, page 417, Register's Office for said County; thence with the center of said highway southeasterly 335.4 feet; thence south 77° west 245.1 feet; thence north 0° 30' west 287.8 feet to the beginning, containing 0.81 acres, more or less.

This is unimproved ( ) improved ( ) property, known as 6165 Clarksville Highway (House Number) (Street) P. O. Address: Joelton, TN 37080 (City or Town) (Postal Zone)

SEE, ATTACHMENT I

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 Matt Kidwell, 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 $ 52,000.00 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 6381 PAGE 363

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 14th day of September 19 84.

Loyd F. Potts
LOYD F. POTTS

Charles W. Harper
CHARLES W. HARPER

JIMMY D. POTTS
Jimmy D. Potts

Linda Faye Anderson
LINDA FAYE ANDERSON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named Loyd F. Potts and Jimmy D. Potts, Charles W Harper, and Linda Faye Anderson the bargainor, 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, Tennessee, this 14th day of September, 19 84.

Notary Public.

Commission expires 1-15-87.

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 .....

ATTACHMENT I

Installment Deed

From

Loyd F. Potts and
Jimmy D. Potts

BOOK 6381 PAGE 364

To

Charles W. Harper

Being the same property conveyed to Robert R. Poe and wife Sarah F. Poe, by deed from R. E. Worrall, Clerk, of record in Book 4768, page 857, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Loyd F. Potts and Jimmy D. Potts, by installment deed, from Robert R. Poe and wife, Sarah F. Poe, of Record in Book 5767, Page 66, Register's Office for Davidson County, Tennessee

The above described property is not the place of usual residence of either of the parties.

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6381 PAGE 365

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
			52000.00- CAMT.	
			6000.00- MAMT.	
			135.20 CSTAX	
			4.00 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	148.70-
0302A	09/14/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 49607

IDENTIF. REFERENCE

SEP 14 9 24 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 0068830