INSTALLMENT DEED

For and in Consideration of the sum of Eighteen Thousand and 00/100 ($18,000.00)

** Dollars,

of which ** * * * * * * * None* * * * * * * * * * * * * * * * * * * Dollars,

has been paid in cash by John T. Butner and wife, Charlene K. Butner** * * * *

the receipt of which is hereby acknowledged, and for the remainder* * * * * * * * * * * * *

* * * * * * * * * * * * * * which* * * * * * * * * * * * * * * * * * * Dollars,

the said John T. Butner and wife, Charlene K. Butner* * * * * * * * **have executed their one promissory note of even date herewith, payable to the order of Leroy Mays and wife, Betty Mays, in the principal sum of Eighteen Thousand ($18,000.00) and 00/100 Dollars, payable in one hundred twenty (120) consecutive monthly installments of Two Hundred-Fifty-Eight and 25/100 ($258.25) Dollars each, each installment includes both principal and interest at the rate of 12% per annum, beginning on the first day of April, 1985 and thereafter the sum of Two Hundred-Fifty-Eight and 25/100 ($258.25) Dollars on the first day of each suceeding month thereafter until said note is paid infull

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, we, Leroy Mays and wife, Betty Mays, ** * * *

* * * * * * * * * * * ** * * * * * ** * * * * * * * * * * * * * * * *

have this day bargained and sold, and do hereby transfer and convey unto the said John T. Butner and wife, Charlene Butner, their* * * * * * * * * * * * * heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 14th Civil District of Davidson County, Tennessee, described according to a survey made September 7, 1956, by Geo. W. Watkins, Surveyor, as follows:

Beginning at an iron pin in the centerline of Dry Fork Road, said point being 422 feet, South 47 deg. 15' east from a railroad spike set in the center of said Road, which spike is at the southeast corner of the property conveyed to J.F.Dickinson, by deed in Book 636, page 319; this being the most northerly corner of this tract; thence leaving said Road, South 56 deg. 45' West 210 feet to an iron pin; thence South 42 deg. 45' East 190 feet to an iron pin; thence South 20 deg. 15' East 210 feet to an iron pin; thence North 68 deg. East 210 feet to a railroad spike in the centerline of Dry Fork Road; said spike being approximately 860.3 feet north from the center of a culvert crossing Dry Fork Road, thence with the center of said Road, as follows: North 17 deg. 45' West 105 feet; North 22 deg. 45' West 105 feet to an iron pin; thence North 31 deg. 30' West 100 feet; North 44 deg. West 53 feet; and North 47 deg. West 77 feet to the point of beginning, containing 2 acres, more or less.

Being the same property conveyed to Leroy Mays and wife Betty Mays by deed from Charles R. Graves and wife Martha Graves of record in Book 4266, page 45 Register's Office for Davidson County, Tennessee.

This conveyance is made subject to: (1) Right-of-way for a road in Book 350, page 75; and (2) title to that portion of the premises within the bounds of any roads or highways. (3) Rightway to lay and maintain a waterline as set out in Bk. 3281, P. 181, R. O. for D. C. TN.

This is improved (X) / unimproved ( ) property, known as 4225 (House Number) Dry Fork Rd. (Street), White's Creek, TN. 37189 (P. O. Address: City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John T. Butner and wife, Charlene K. Butner, 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. except for 1985 taxes which are assumed by the buyers.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said John T. Butner and wife, Charlene K. Butner, 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 John T. Butner and wife, Charlene K. Butner* do hereby transfer and convey unto W. B. Hogan* * * * * * * * * * * ** * * * *, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

And we, the said John T. Butner and wife, Charlene K. Butner* * * * * * 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 the insurable 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 John T. Butner and wife, Charlene K. Butner* * * * 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; If 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. 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 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.

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 John T. Butner and wife, Charlene K. Butner, thei 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 W. B. Hogan** ***** * * * * * * * * * * * Trustee, shall be vested in said successor.

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 Leroy Mays, Betty Mays* * * * * * * * * * ** * * * * * * * * * * * * and John T. Butner and Charlene K. Butner* * * * * hereunto set our hands at Nashville** * ** Tennessee, this the 6 day of March 1985

Leroy Mays

Betty Mays

John T. Butner

Charlene K. Butner

STATE OF TENNESSEE

DAVIDSON County

Personally appeared before me, Mrs. W. B. Hogan* * * * * * * *, a Notary Public in and for said County and State, the within named Leroy Mays, Betty Mays, John T. Butner and Charlene K. Butner * * * * * * ** * * * * * * * * * * * * * * * * * **** 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 Nashville, Tennessee, this 6 day of March, 1985

Mrs W. B. Hogan, Notary Public

Commission Expires April 19, 1987

STATE OF TENNESSEE

______ County.

Before me, ______, a Notary Public in and for the State and County aforesaid, personally appeared ______ ______ ______, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the ______ of the ______, a corporation, and that he as such ______, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as ______ ______.

Witness my hand and official seal at Nashville, Tennessee, this ______ day of ______, 19 ______

______, Notary Public.

Commission Expires ______

BOOK 6505 PAGE 412

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 _____

_____, Notary Public

Commission Expires _____

I 8 7 3 9 6

IDENTIF. REFERENCE

MAR 7 8 00 AM '85

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

RUSH

03/07/85 15:30 CHECK

047

INSTALLMENT DEED

FROM
LEROY MAYS ET UX

TO
JOHN T. BUTNER ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John T. Butner et ux (NAME)	John T. Butner et ux (NAME)	48-10
4225 Dry Fork Rd. (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	field bk. 14D-7800
White's Creek, TN. 37189 (CITY) (STATE) (P. O. ZIP)	same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
W. B. Hogan
312 Stahlman Bldg.
Nashville, TN. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,000.00 John T. Butner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF March 1985

Mrs. W. B. Hogan
Notary Public

MY COMMISSION EXPIRES: 4-19-87

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6505 PAGE 413

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
			18000.00- CAMT.	
			18000.00- MAMT.	
			46.80 CSTAX	
			16.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	75.30-
			6447A03/07/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 8 7 3 9 6

IDENTIF. REFERENCE

MAR 7 8 00 AM 85

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 113693