This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

DAVID WADE and

JAMES I. CALDWELL, III

TO

ROGER DEAN HICKS and wife,
DIANA LYNN HICKS

For draftsman's use

This instrument was prepared by:

STINNETT, WILKINSON & WILSON
Attorneys at Law
108 South Main Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Roger Dean Hicks, et ux (NAME)	Same (NAME)	To be assigned
Route 2, Box 81F (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 6530 PAGE 965
Oliver Springs, TN 37840 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

95685

IDENTIF. REFERENCE

APR 10 2 57 PM '85

REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } CHEATHAM

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

$17,000.00 Diana Lynn Hicks
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF April 1985

Grace Williams
Notary Public

MY COMMISSION EXPIRES: 4-22-88
(AFFIX SEAL)

NOTARY PUBLIC
CHEATHAM CO.
TENN.

FOR AND IN CONSIDERATION OF the sum of Seventeen thousand and 00/100 ($17,000.00)---------- DOLLARS

of which $ 1,700.00 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 executed their joint vendor's lien note, of even date herewith, payable to the order of DAVID WADE and JAMES I. CALDWELL, III, in the principal sum of $15,300.00, in 178 monthly installments as follows: on the 28th day of March , 1985, the sum of $175.00, and thereafter the same or like amount due on the 28th day of each consecutive month, until paid in full. Said installments include interest at the rate of eleven percent (11%) per annum.

Total principal indebtedness under any contingency is $15,300.00.

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,

David Wade and James I. Caldwell, III,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Roger Dean Hicks and wife, Diana Lynn Hicks

herein called grantees, their heirs and assigns, certain real estate in 14th Civil District Davidson County, Tennessee, as follows:

BEGINNING at a point in the center of Bear Hollow Road, in the east line of Book 636, page 65, Register's Office for Davidson County, Tennessee; then with said centerline, with a curve to the right, delta of 18° 35' 22", radius of 424.86 feet, a distance of 137.85 feet; then North 64° 11' 44" East 177.39 feet; then with a curve to the right, delta of 48° 28' 18", radius of 199.92 feet, a distance of 169.13 feet; then South 67° 19' 58" East 133.41 feet; then with the west line of a 5.00 acre tract, leaving road, South 03° 50' 04" West 300.00 feet to an iron pin, South 77° 44' 40" West, passing an iron pin at 130.82 feet, continuing with the north line of a 12.58 acre tract, in all a total distance of 347.64 feet to an iron pin; then with west line of said 12.58 acres, South 03° 50' 04" West 1087.87 feet to an iron pin in the north line of Book 3701, page 556, said Register's Office; then with same, South 89° 22' 46" West 217.25 feet to an iron pin; then with the east lines of Book 5393, page 974 and Book 636, page 65, said Register's Office, North 03° 50' 04" East 1354.73 feet to the beginning, containing 10.03 acres, more or less, according to a survey by Randolph L. Chapdelaine dated January 8, 1985.

BEING a part of the same property conveyed to David Wade and James I. Caldwell, III, by deed from Clyde Filmore Baxter, of record in Book 6468, page 840, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following restrictions:

1. All dwellings to have completed exteriors, including water, overflows, septic tank, electricity, underpinning being completely covered from dwelling to grade;
2. No vehicles of any kind on said property, except with current year licenses.

unimproved ( )
This 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.

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 Wm. G. Wilkinson, 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 $ insb. 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:

*statutory right of redemption;

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 30th day of January 19 85.

David Wade — Roger Dean Hicks

James I. Caldwell, III — Diana Lynn Hicks

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David Wade and James I. Caldwell, III,

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 Ashland City, Tennessee, this 30th day of January, 1985.

Grace Hallums, Notary Public.

Commission expires 7-24-88

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ROGER DEAN HICKS and wife, DIANA LYNN HICKS, 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 purposes therein contained.

Witness my hand and official seal at Ashland City, Tennessee, this 9th day of April, 1985.

Grace Hallums
Notary Public

My Commission Expires: 7-24-88

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

RECEIVED OF _____

FOR _____

BOOK 6530 PAGE 967

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 FEE	TOTAL PAID
			17000.00-	CAMT.
			15300.00-	MAMT.
			44.20	CSTAX
			13.30	MSTAX
			.50	PRFEE
			6.00	WDEED
				CHECK 64.00-
			6925A04/10/85	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

195688

IDENTIF. REFERENCE

APR 10 2 57 PM '85

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 123896