Prepared By: King, Ballow & Little
24th Floor
First American Center
Nashville, TN 37238

INSTALLMENT DEED

BOOK 6363 PAGE 920

NEW OWNER:
Russell Wayne
Fitzgerald
816 Reidville Road
Spartanburg, SC 29301

SEND TAX BILLS TO:
Same

MAP-PARCEL NUMBERS:
Part Map 8-81
Part 14-152

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND and NO/100 ($20,000.00) Dollars of which ONE THOUSAND and NO/100 ($1,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder NINETEEN THOUSAND and NO/100 ($19,000.00) Dollars, RUSSELL WAYNE FITZGERALD and wife, DINAH FITZGERALD, has executed one note of even date payable to the order of C. W. FITZGERALD and wife, LAURA M. FITZGERALD, in monthly installments of $200.00 each beginning on the 1st day of June, 1985, and thereafter a like sum of $200.00 on the 1st day of each month until the unpaid balance (principal and interest) is paid in full. Said monthly installments of $200.00 each include the payment of principal and interest at the rate of six (6%) percent per annum on the unpaid balance and said $19,000.00 note provides for payment of attorney's fees, and a lien is expressly retained on the land herein conveyed. C. W. FITZGERALD and wife, LAURA M. FITZGERALD, have this day bargained and sold, and do hereby transfer and convey unto the said RUSSELL WAYNE FITZGERALD and wife, DINAH FITZGERALD, their heirs and assigns certain real estate in the 14th Civil District of Davidson County, Tennessee as follows:

BEGINNING at an iron pin in the northerly margin of a 50 foot wide private road, said pin being South 69° 32' 55" West, 378.15 feet, and North 72° 20' 15" West, 275.98 feet from an iron pin in the westerly margin of Bidwell Road;

THENCE, South 37° 45' 49" West, 918.74 feet to an iron pin, said pin being in the northerly margin of the property conveyed to Reba Jean Spink, by deed of record in Will Book 109, page 266, County Clerk's Office for Davidson County, Tennessee;

THENCE, with Spink's line, North 86° 41' 57" West, 350.00 feet to an iron pin;

THENCE, leaving Spink's line, North 24° 46' 27" East, 1156.03 feet to an iron pin in the northerly margin of said private road;

THENCE, with said margin, South 51° 13' 40" East, 548.50 feet to the point of beginning, containing 10.11 acres, more or less.

BEING a portion of the property conveyed to C. W. Fitzgerald and wife, Laura M. Fitzgerald, by deed from Vernon L. Hanks and wife, CARRIE B., of record in Book 1730, page 505, of the Register's Office of Davidson County, Tennessee.

This conveyance is subject to a 50-foot wide utility and ingress/egress access easement adjacent to and parallel to the northerly boundary of the subject property.

NOTE: Grantees herewith agree and bind themselves, their heirs and assigns, to contribute their pro rata share of the expense necessary to install and main-

tain an access easement 50 feet wide and about 2,005 feet long for their and neighboring property owner's use and benefit.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $20,000.00 Subscribed and sworn to before me, this the 11 day of March 1985.

David M. Smythe
NOTARY PUBLIC - at Large

My Commission Expires:

6-23-86

Affiant

This is unimproved property known as Lot No. 2, Bidwell Road, Joelton, Tennessee 37080.

TO HAVE AND HOLD 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 said real estate to said Grantees, their heirs and assigns, against the lawful claims of all persons.

The contract for the sale of real estate heretofore executed by the parties is incorporated herein as fully as if copied verbatim.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as herein provided, and for the consideration of One Dollar paid in cash, receipt of which is acknowledged, the said RUSSELL WAYNE FITZGERALD and wife, DINAH FITZGERALD, hereinafter referred to as trustor, hereby transfers and conveys unto FRANK S. KING, JR., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $_____, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as their interest may appear.

Trustor further agrees to pay all taxes and assesments thereon, general or special, and to pay them when due, and upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereinafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustor upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear twelve (12%) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustor fails to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, ten (10) days after trustor has been given written notice of default, 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, statutory right of redemption, homestead, dower and all other exemptions (statutory and common law) 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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. 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee be vested in said successor.

The word "Trustor" when used herein shall apply to parties both singular and plural.

Witness our hands this 11 day of March, 1985 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

RUSSELL WAYNE FITZGERALD

C. W. FITZGERALD

DINAH FITZGERALD

LAURA M. FITZGERALD

BUYERS

SELLERS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public in and for said County and State, RUSSELL WAYNE FITZGERALD and wife, DINAH FITZGERALD and C. W. FITZGERALD and wife, LAURA M. FITZGERALD, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness our hands and official seal at Nashville, Tennessee this 11 day of March, 1985.

My Commission Expires 5-16-87 : _____
NOTARY PUBLIC

J07151

IDENTIF. REFERENCE

MAY 23 | 42 PM 185

DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 6563 PAGE 924

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

20000.00- CAMT.
19000.00- MAMT.
52.00 CSTAX
17.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 81.50-
0926A05/23/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J07:15:1

IDENTIF. REFERENCE

MAY 23 1 42 PM '85

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 137534