This deed prepared by:
Dennis Wright, Attorney
632 Old Hickory Boulevard
Madison, Tennessee 37116

The maximum principal indebtedness secured hereby under any contingency is $25,000.00.

INSTALLMENT DEED

Address new owner as:
James E. Harris and wife
4115 Grays Point Road
Joelton, TN. 37080

Send tax bills to:
Same

Map-Parcel
030 -
PAR 181 ch

FOR AND IN CONSIDERATION of the sum of Thirty-five Thousand ($35,000.00) And No/100 Dollars, of which Ten Thousand ($10,000.00) And No/100 Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Twenty-five Thousand ($25,000.00) And No/100 Dollars, James E. Harris and wife, Andrea Laverne Harris have executed their promissory note payable to the order of Arthur T. Gibbs, Jr. and wife, Dorothy Gibbs, according to the terms and conditions therein contained and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Arthur T. Gibbs, Jr. and wife, Dorothy Gibbs, have this day bargained and sold, and do hereby transfer and convey unto the said James E. Harris and wife, Andrea Laverne Harris, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Beginning at a point in the margin of Clarksville Highway (U.S. Highway 112) the southeasterly corner conveyed to Charles Binkley of record in Book 5012, page 616, Register's Office for Davidson County, Tennessee; the southwest corner of this tract of land; thence S. 34 40' 11" W. 500 feet to an iron pin; thence N 87 49' 32" W. 148.19 feet to a pin; thence N. 34 40' 11" E. 581.08 feet to Clarksville Highway; thence with said Highway S. 54 42' 29" E. 125 feet to the beginning, containing 1.55 acres, more or less.
>
> Being the same property conveyed to Arthur T. Gibbs, Jr. and wife, Dorothy Gibbs, by deed from James R. Arrington and Margaret L. Arrington of record in Book 5898, page 600, Register's Office for said County.

This is improved property known as _____Clarksville Highway, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James E. Harris and wife, Andrea Laverne Harris, 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 James E. Harris and wife, Andrea Laverne Harris, 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 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 hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, we, James E. Harris and wife, Andrea Laverne Harris, hereinafter referred to as trustors, hereby transfer and convey unto Dennis Wright, Trustee, his successors and assigns, the real estate hereinafter described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

> To secure to Arthur T. Gibbs, Jr., and wife Dorothy Gibbs, the payment of one note, of even date herewith, in the original principal amount of Twenty-Five Thousand ($25,000.00) And No/100 Dollars, together with interest thereon, and any extensions, modifications and/or renewals thereof and any notes given in payment of any such principal and/or interest.

Trustors 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 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 the lawful owner or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments 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 hereafter 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 trustors 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 12 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

If Trustors, their heirs or assigns, shall sell, convey, transfer, or dispose of or further encumber the real property described herein, or any part of such property, or any interest therein, or agree so to do without the written consent of holder being first obtained, holder shall have the right, at his option, to declare the entire balance of the unpaid principal with unpaid interest due thereon forthwith due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default. In the event of default, holder may recover such necessary expenses as may be incurred in collection, including a reasonable attorney's fee.

Now, if trustors 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, trustors fail 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, 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, whether statutory or otherwise, 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 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid indebtedness herein secured, and any all sums expended in the protection of said property, as herein authorized.

Fourth: 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 shall be vested in said successor.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 13th day of June, 1985.

Arthur T. Gibbs, Jr.

Dorothy Gibbs

James E. Harris

Andrea Lorraine Harris

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Arthur T. Gibbs,Jr. and wife, Dorothy Gibbs, James E. Harris and wife, Andrea Laverne Harris, the within named 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 Madison, Tennessee, this 13th day of June, 1985.

NOTARY PUBLIC

My commission expires:

July 18, 1987

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $35,000.00.

AFFIANT

Subscribed and sworn to before me, this 13th day of June, 1985.

B. Edwards - Dep. Reg.
NOTARY PUBLIC

My commission expires:

J. I. 4. I. 2. 3

IDENTIF. REFERENCE

JUN 19 8 50 AM '85

FELIX Z. WILSON JT REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6585 PAGE 543

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
			35000.00- CAMT.	
			25000.00- MAMT.	
			91.00 CSTAX	
			23.00 MSTAX	
			.50 PRFEE	
			18.00 WDEED	
			CHECK 132.50-	
9555A	06/19/85		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J 1:41:23

IDENTIF. REFERENCE

JUN 19 9 59 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 145951