Part of Parcel 20
TAX MAP 187

This instrument was prepared from information furnished by the parties.

by: Ronald S. Nunn
Nunn Realty
6895 Edmondson Pike
Brentwood, Tennessee

Mail tax Statements To:

Ronald C. Deardorff, et ux
105 Edgewood Drive
Smyrna, Tennessee 37167

Address of New Owner

SAME Same

From: Ronald S. Nunn, et ux

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To: Ronald C. Deardorff, et ux

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Twenty Thousand and No/100 Dollars ($20,000.00)the sum of Ten Thousand Dollars (10,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Ten Thousand and No/100 Dollars ($10,000.00), Grantees have executed an Installment Deed Note of even date herewith payable to Ronald S. Nunn and wife, Joye E. Nunn at the rate of twelve percent (12%) per annum, in monthly installments, beginning October 7, 1985, in the amount of Two Hundred Twenty Two Dollars and 44/100 ($222.44) paid over a period of 60 months, and providing for payment of attorney's fees, a lien is expressly retained on the land herein conveyed, Ronald S. Nunn and wife, Joye E. Nunn as Grantors, have this day bargained and sold, and do hereby transfer and convey unto the said Ronald C. Deardorff and wife, Sherry Deardorff their heirs and assigns, certain real estate located in Davidson County, Tennessee, as follows:

Located in the 5th Civil District of Davidson County, Tennessee. Bounded on the north Tract #3 of this survey, on the east by Tract #1 of this survey, on the south by the center line of Battle Road, on the west by property of Lucien Battle (Deed Book 2279, Page 319).

Beginning at a nail in the center line of Battle Road being the SW corner of property of Andy Burkitt (Tax Map 187, Parcel 21) and the SE corner of Tract #1 of this survey; thence with the center line of Battle Road, N-88 degrees 13' 30" W, 293.63' to a nail being the BEGINNING OF THIS SURVEY, the SE corner of this tract; thence continuing with the center line of road, N 88 degrees 13' 30" W, 63.7' to a nail and N 87 degrees 24' W, 208.3' to a point being the SW corner of this tract; thence leaving said road with the easterly line (fenced) of Lucien Battle, N 4 degrees 33' 45" E, through an old pipe 16.6' off the center line of the road and continuing for a total distance of 865.0' to a pin in the fence line being the NW corner of this tract; thence with the southerly line of Tract #3 of this survey, S 63 degrees 28' 13" E, 342.70' to a pin being the NE corner of this tract; thence with the westerly line of Tract #1 of this survey, S 14 degrees 38' 50" W, 326.0' to a pin and S 3 degrees 00' W, 405.76' to the BEGINNING, containing 5.11 acres more or less according to a survey by Robert Francis dated August 27, 1985.

BEING part of the property conveyed to Ronald S. Nunn and wife, Joye E. Nunn by deed of record in Deed Book 6633, page 814, Register's Office for Davidson County, Tennessee.

INCLUDED in and lying along the entire easterly line of this tract is a 25' wide easement for ingress and egress for a private road, and the laying an maintenance of a water line and in addition a 15' easement for power and phone service and maintenance shall be maintained east of and adjioning the same road way .

SUBJECT to Restrictive Covenants recorded in Book 6653, page 29 Register's Office Davidson County, Tennessee.

THIS conveyance is made further subject to that certain Land Owners Association created for the purpose of maintaining a private roadway and of record in Book 6653, page 29, ROCD, TN. In partial consideration for this conveyance the Grantees agree to abide and comply with the terms, conditions and requirements of said Land Owners Association.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Ronald C. Deardorff and wife, Sherry Deardorff, their heirs and assigns forever, We covenant that We are lawfully seized and possessed of said real estate in fee simple, and have a good right to convey it, and that the same is unencumbered, except for the 1985 taxes which are not yet due and payable and a prior Deed of Trust of record in Book 6633, page 817, Register's Office for Davidson County, Tennessee.

We further covenant and bind ourselfs, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees,thier 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 nonpaymnet of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is hereby acknowledged, the said Ronald C. Deardorff and wife, Sherry Deardorff, hereinafter referred to as Trustors, hereby transfer and convey unto Ronald S. Nunn his successors and assigns, the real estate herein before described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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 and 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 ten percent (10%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, 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, or pay any 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 (30) 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 successors in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the courthouse 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 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 paymant of all unpaid indebtedness herein secured, and any and 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 on action under the foregoing power and trust may be required, the lawful owner and holder of said indebtedness 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.

WITNESS our hand this 7 day of September 1985.

Ronald S. Nunn

Joye E. Nunn

Ronald C. Deardorff

Sherry Deardorff

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ronald S. Nunn and wife, Joye E. Nunn and Ronald C. Deardorff and wife, SherryDeardorff the bargainors, with whom I am personally acquainted, and who acknowledge that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office at Nolinsville, Tennessee on this the 7th day of September, 1985.

My commission expires 10/1/85. (TEXT)

Notary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $20,000.00.

Affiant

Subscribed and sworn to before me this the 7th day of September, 1985.

My commission expires 10/1/85.

Notary

3556 5.

IDENTIFICATION REFERENCE

SEP 11 11 46 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

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RECEIVED OF _____

FOR _____

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

20000.CO- CAMT.
10000.CO- MAMT.
52.00 CSTAX
8.00 MSTAX
.50 PRFEE
12.00 WDECO
CHECK 72.50-
5877A09/11/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

35565

IDENTIFICATION REFERENCE

Sep 11 11 46 AM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 171634