This Instrument Prepared By:
Casey E. Moreland
Moreland, Lyons & Associates
416 Old Hickory Blvd., West
Madison, Tennessee 37115

"Total principal indebtedness under any contingency is $20,000."

BOOK 6659 PAGE 436

ADDRESS NEW OWNER:
Ronald Joseph Brakefield
Rt. 1, Bakers Grove Road
Hermitage, Tennessee 37076

SEND TAX BILLS TO:

SAME

MAP/PARCEL

Map 123
Parcel 18
4D-21000

INSTALLMENT DEED

THIS INSTALLMENT DEED made and executed the 15th day of April, 1985 by Walter Howard Brakefield and wife, Sue Carol Brakefield, hereinafter called the "Grantors" to Ronald Joseph Brakefield hereinafter called the "Grantee".

WITNESSETH: FOR AND IN CONSIDERATION of the sum of $20,000 of which $10 has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of $20,000, the said Grantee, Ronald Joseph Brakefield has executed an Installment Deed Note of even date herewith, in the original principal amount of $20,000, due and payable on demand, bearing no interest, a lien is expressly retained on the land herein conveyed. Walter Howard Brakefield and wife, Sue Carol Brakefield, have this day bargained and sold, and do hereby transfer and convey unto the said, Ronald Joseph Brakefield, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land and house thereon in the Fourth (4th) Civil District of Davidson County, Tennessee, described according to a survey made by Stanford Associates, Inc., dated April 28, 1972, as follows:

Beginning at an iron pin on the southerly margin of Bakers Grove Road at the northeast corner of the J. E. Eakes property; thence South 20° 36' West 474.30 feet to a white oak; thence South 12° 34' West 488.38 feet to an iron pin; thence South 84° 39' East 640.8 feet to an iron pin; thence North 7° 56' East 685.03 feet to an iron pin on the southerly margin of Bakers Grove; thence North 56° 07' West 399.52 feet to an iron pin in said margin; thence continuing with said margin North 58° 15' West 150.09 feet to the point of beginning and containing 11.23 acres, more or less.

Included in the above described property, but expressly excluded therefrom is the following parcel of land described according to an unrecorded survey by Stanford Associates, Inc., dated June 9, 1972, as follows:

Beginning at a point in the southerly margin of Bakers Grove Road at the northwest corner of the Smith property; thence with said margin North 56° 7' West 315 feet to an iron pin; thence leaving Bakers Grove Road, South 7° 56' 5" West 835.57 feet to an iron pin; thence South 84° 39' 56" East 276.69 feet to an iron pin; thence North 7° 56' 5" East 685.03 feet to the point of beginning, containing 4.829 acres, more or less.

Being the same property conveyed to Walter Howard Brakefield, et ux, by deed from First Southern Bank, of record in Book 5953, Page 458, Register's Office of Davidson County, Tennessee.

This is improved property known as Rt. 1, Baker's Grove Road.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ronald Joseph Brakefield, his heirs and assigns forever, we convenant 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 convenant and bind ourselves, our heirs and assigns, to warrant and forver defend the title of said real estate against the lawful claims of all persons.

And now for the purpose of securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of 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 hereby acknowledged, the said Ronald Joesph Brakefield, does hereby transfer and convey unto Casey E. Moreland, TRUSTEE, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Ronald Joseph Brakefield do hereby agree to keep all buildings now on the propery insured by some reliable fire insurance company for 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.

Now if the said Ronald Joseph Brakefield shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs and keep the premises insured as aforesaid, then this trust conveyance shall be of no further force and effect. But if I fail to pay any of said notes or part thereof promptly at maturity or if, failing to keep up repairs or keep the premises insured as hereinafter provided; this trust conveyance shall remain in full force and effect and at the option of the lawfully 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 (20) days notice by three (3) publications in any newspaper, daily and 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 for 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. I 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. I 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 deliver to him by the trustee of a deed for said property. In case of sell hereunder, the proceeds will be applied by the trustee as follows: (1) 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 for the enforcement of said lien; also, the expenses of any such litigation. (2) to the payment of all taxes which may be unpaid on said premises. (3) to the payment of all unpaid notes herein secured and any and all sums expended in the protection of said property. (4) residue, if any, will be paid to the Grantees, their representatives or assigns.

In case of death, absence, inability or refusal to act of said trustee at any time when action under the foregoing power and trust 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 his 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 Casey E. Moreland, 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 Walter Howard Brakefield and wife, Sue Carol Brakefield and Ronald Joseph Brakefield hereunto said our hands at Nashville, Tennessee, this the 15th day of April, 1985.

Ronald Joseph Brakefield

Walter Howard Brakefield

Sue Carol Brakefield

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 on this the 15th day of April, 1985.

Notary Public

Commission Expires: 3-8-89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, the within named Walter Howard Brakefield, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has read the foregoing and has executed the same for the purposes contained therein.

Witness my hand and official seal on this the 15th day of April, 1985.

Notary Public

My Commission Expires: 3-8-89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, the within named Sue Carol Brakefield, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she has read the foregoing and has executed the same for the purposes contained therein.

Witness my hand and official seal on this the 15th day of April, 1985.

Notary Public

My Commission Expires: 3-8-89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, the within named Ronald Joseph Brakefield, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has read the foregoint and has executed the same for the purposes contained therein.

Witness my hand and official seal on this the 15th day of April, 1985.

Notary Public

My Commission Expires: 3-8-89

37467.

IDENTIFICATION REFERENCE

SEP 1 4 3 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6659 PAGE 440

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			20000.00-	CONT.
			20000.00-	MONT.
			52.00	CSTAX
			18.00	MSTAX
			.50	PREEL
			12.00	WDEED
			CHECK	82.50-
8137A09/18/85			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

37467

IDENTIFICATION REFERENCE

SEP 18 1 43 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 173837