BOOK 6775 PAGE 113

INSTALLMENT DEED

FROM

JAMES I. CALDWELL, III, and

DAVID R. WADE, III

TO

FLOYD EVANS, SR.

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
Floyd Evans, Sr. (NAME)	Same (NAME)	
1327 Cummins Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37217 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

7.32277 IDENTIFICATION REFERENCE

FEB 3 8 58 AM '86 FELIX Z. WILSON JR REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$17,500.00 Floyd Evans, Sr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF April, 1985

Grace Tallent
Notary Public

MY COMMISSION EXPIRES: 1-24-88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seventeen thousand five hundred and 00/100 ($17,500.00) DOLLARS

of which $825.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his vendor's lien note, of even date herewith, payable to the order of JAMES I. CALDWELL, III, and DAVID R. WADE, III, in the principal sum of $16,675.00, in monthly installments as follows: on the 1st day of May, 1985, the sum of $175.00, and thereafter the same or like amount due on the 1st day of each consecutive month, until paid in full. This note bears interest from date at the rate of 11% per annum, and is included in said monthly installments. Total principal indebtedness under any contingency is $16,675.00;

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.

James I. Caldwell, III, and David R. Wade, III

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Floyd Evans, Sr.

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

BEGINNING at an iron pin in the center of Bear Hollow Road, in the west line of Book 5699, page 129, Register's Office for Davidson County, Tennessee, the southeast corner of a 5.22 acre tract; thence leaving road with the east line of said 5.22 acre tract, North 21° 29' 16" West 184.35 feet to an iron rod; North 40° 28' 23" West 91.18 feet to an iron rod; North 47° 22' 44" West 22.75 feet to an iron rod; thence with a new line, North 76° 43' 11" East 1255.87 feet to an iron rod; thence South 25° 21' 57" East 346.26 feet to a point in the center of Bear Hollow Road; thence with centerline of said Road, with a curve to the left, delta 23° 58' 45", radius 417.77 feet, chord North 77° 40' 12" West 173.57 feet, a distance of 174.84 feet; thence South 65° 40' 50" West 221.82 feet; thence with a curve to the right, delta 08° 12' 00", radius 1275.69 feet, chord South 69° 46' 50" West 182.42 feet, a distance of 182.57 feet; thence leaving said Road, North 54° 06' 00" West 83.22 feet to a point, South 76° 26' 52" West 82.72 feet to a point, South 37° 26' 22" West 88.70 feet to the center of Bear Hollow Road; thence with centerline of said Road, with a curve to the right, delta 09° 00' 39", radius 1275.69 feet, chord South 87° 38' 32" West 200.42 feet, a distance of 200.63 feet, South 87° 51' 08" West 173.98 feet to a point; thence with a curve to the left, delta 01° 52' 27", radius 3316.33 feet, chord North 88° 47' 21" West 108.47 feet, a distance of 108.48 feet to the beginning, containing 10 acres, more or less, according to survey of Randolph L. Chapdelaine, Number 1444, dated March 6, 1985.

(continued on attached page)

This is unimproved ( ) 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 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, the statutory right 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:

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 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 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 20th day of April 1985

David R. Wade III — Floyd Evans Sr

James I. Caldwell III — Violet W. Evans

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 James I. Caldwell, III, and David R. Wade, III, AND Floyd Evans, Sr., 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 20th day of April, 1985.

Grace Hallum, Notary Public.

Commission expires 7-24-88

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named VIOLET W. EVANS, bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 27 day of January, 1986.

Carl E. Fith
Notary Public

My Commission Expires: 4-19-87

INSTALLMENT DEED
FROM: James I. Caldwell, III, et al
TO: Floyd Evans, Sr.

(continuation)

BEING a part of the same property conveyed to James I. Caldwell, III, and David R. Wade, III, by deed from Clyde Filmore Baxter, of record in Book 6503, page 736, 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.

This conveyance is subject to ten (10) foot easement for water line to back of property.

Violet W. Evans, wife of Floyd Evans, Sr., joins in this conveyance for the purpose of conveying any interest she may have in the above described property to the Trustee to secure this instrument.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6775 PAGE 116

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
			17500.00- CONT.	
			16675.00- CONT.	
			45.50 CSTAX	
			14.70 MSTAX	
			.50 PRFEE	
			5.00 MDEED	
			CHECK	99.70-
			1246A02/03/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.32277

IDENTIFICATION REFERENCE

FEB 3 8 50 AM '86

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

No. 215872