Prepared by John D. Deane, Atty
1864 Lord Kelvin Dr
Hendersonville, TN 37075

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Rupert W. Leslie et ux

TO
Caruthers & Son, Inc.

For draftsman's use

BOOK 6824 PAGE 61

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Caruthers & Son, Inc. (NAME)	New Owner (NAME)	Map 168 Par 71.1
Box 1732 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Franklin, ~~TN~~ 37064 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

Mail
Brentwood Tn. 37027

(FOR REGISTER'S USE)

8.9699

IDENTIFICATION REFERENCE

APR 9 1 45 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ WILLIAMSON

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

$40,000.00/100 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF April, 1986.

Notary Public

MY COMMISSION EXPIRES: 11/14/89

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE

FOR AND IN CONSIDERATION OF the sum of Forty thousand & 00/100 ($40,000.00) DOLLARS

of which $13,333.33/00 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 a Promissory Note in the principal amount of $26,666.67 bearing interest at the rate of 10% per annum payable in two installments of $16,387.20 on June 1, 1987 and $14,666.67 on June 1, 1988, said payment includes interest. Said Note may be paid in full at any date.

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,

Rupert W. Leslie and wife Meredith L. Leslie

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Caruthers & Son

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

Land in the 9th. Civil District of Davidson County, Tennessee, more particularly described according to a survey made by Lewis King, August 19, 1960 as follows: BEGINNING in the center line of Highway 100 said point being where the east line of the Old C. L. Joslin Lands intersect with said highway; thence south 13 degrees east 57 poles along the said Joslin line to a beech on top of the ridge, his corner; thence with the said Joslin line south 10 degrees west 25 3/4 poles to a stake with Sassafras and ironwood pointers, 12 poles east of the original black oak corner in S. S. Morton's line; thence with the said Morton's line south 87 degrees east 48 poles to a stake and pointers in said line; then north 14 ¼ degrees west 72 poles to a point, being the southeast corner of Sam Travis' land; thence with the Travis South line south 85 degrees west 10 poles to a point being Travis' southwest corner; thence with Travis' west line north 14¼ degrees west 23 poles to a point in the center of Highway 100; thence with the center line of the same south 85 degrees west 24 poles to the point of beginning, containing 20.5 acres.

Being the same prpoerty conveyed to Rupert W. Leslie and wife Meredith L. Leslie by deed from E. E. Hood and wife Beulah F. Hood of record in Book 3929 Page 336 R. O. D. C. TN.

This conveyance is subject to taxes for 1986 which have been pro-rated and title to that portion of the premises embraced within the bonds of any road or highway.

CHECK

This is improved (X) unimproved ( ) property, known as 9065 Highway 100 (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_____ 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 $_____ 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 full 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, 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 advise 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 WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 8 day of April, 19 86.

Ripert W. Leslie

Meredith L. Leslie

Caruthers & Son, Inc.

By: Bob E. Caruthers

Bob E. Caruthers, Pres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Sue W. Evans, a Notary Public in and for said County and State, the within named Ripert W. Leslie and wife Meredith L. Leslie, the bargainor, 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 Nashville Tennessee, this 7th day of April, 19 86

Sue W. Evans, Notary Public.

Commission expires 10/19/86

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ WILLIAMSON

Before me, GLORIA CHAPMAN, a Notary Public of the State and County aforesaid, personally appeared Bob E. Caruthers, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Caruthers & Son, Inc. the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President

Witness my hand and seal, at office in Brentwood Tennessee this 8th day of April, 19 86

Gloria Chapman, Notary Public.

Commission expires 11/14/87

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

RECEIVED OF _____

FOR _____

BOOK 6824 PAGE 63

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

400[illegible].00- CAMT.
26666.67- MAMT.
104.00 CSTAX
24.70 MSTAX
.50 PRFE[illegible]
6.00 WDEED
CHECK 135.20-
0950AC4/08/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8 8 6 9 9

IDENTIFI REFERENCE

APR 8 1 45 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 235089