THIS INSTRUMENT WAS PREPARED BY mail

James L. Fuqua, Jr., Atty., 505 E. Main St., Hendersonville, TN 37075

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The Actual Consideration or Value, Whichever is Greater, For This Transfer is $23,000.00. Maximum principal indebtedness for Tennessee recording tax purposes is $13,000.00.

David Wayne Bradshaw

SUBSCRIBED AND SWORN TO BEFORE ME, this the 16th. day of MAY, 1988.

Commission Expires: 14 JULY 1991

NOTARY PUBLIC

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	
DAVID WAYNE BRADSHAW Rt. 2 Box 221B Anderson Rd Joelton TN. 37080	DAVID WAYNE BRADSHAW Rt. 2 Box 221B Anderson Rd. Joelton TN. 37080	MAP #: 4 PARCEL #: 32

INSTALLMENT DEED

BE IT REMEMBERED THAT FOR AND IN CONSIDERATION OF THE SUM OF TWENTY THREE THOUSAND DOLLARS ($23,000.00) of which $10,000.00 has been paid in cash by DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW , the receipt of which is hereby acknowledged, and for the remainder DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW agree to pay, a note of even date in the principal sum of $13,000.00 payable at the rate of $139.75 per month until all principal and interest are paid. The note bears interest at the rate of TEN PERCENT PER ANNUM (10%). If all payments are made when due the note will be paid in fifteen years.

DAVID WADE III and JAMES I. CALDWELL III, have this day bargained and sold, and by this deed do hereby transfer and convey unto DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW, their heirs and assigns, certain real estate in DAVIDSON County, Tennessee, as described in Schedule A hereto. This property is un-improved property.

TO HAVE AND TO HOLD the real estate with the appurtenances, estate, title and interest thereto belonging to DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW, their heirs and assigns forever. DAVID WADE III and JAMES I. CALDWELL III covenant that they are lawfully seized and possessed of the real estate in fee simple, have a good right to convey it, and that it is unencumbered, except as above set out. Taxes for the year 1988 have been prorated between the parties and assumed by DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW.

DAVID WADE III and JAMES I. CALDWELL III further covenant and bind themselves, their heirs, and representatives to warrant and forever defend the title to the real estate to DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW, their heirs and assigns, against the lawful claims of all persons.

AND NOW for the purpose securing payment of all sums which are part of the consideration or become due in the future due to covenants made by DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW herein or covenants made by us in the installment-deed-note and for the further consideration of one dollar, to us in hand paid, the receipt of which we hereby acknowledge, DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW do hereby transfer and convey unto JAMES L. FUQUA, JR.,TRUSTEE, his successors and assigns the real estate described with the appurtenances, estate, title and interest belonging thereto for the purpose of securing the debt, only.

DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW do hereby agree to keep the real estate described herein and all improvements thereon, insured by a reliable fire insurance company for a sum equal to the debt secured by this installment deed, and to have the loss, if any, made payable on the policy to the Trustee for the use and benefit of the lawful

owners and holders of the debt secured hereby, as their interest may appear and to furnish a copy of the policy to the Trustee or his successors.

DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW further agree to keep the improvements on the real estate in good repair and preservation and to pay all taxes and assessments thereon, and to pay them when due. If DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW fail to do either, then the Trustee, or the lawful owner and holder of the debt may do any or all of these things, and the sums so expended shall be due and payable immediately without notice or demand and shall become a part of the debt secured herein, and shall bear interest from the date of payment at the maximum legal rate.

Now, if DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW pay the promissory note above described when due, according to its terms, and pay the taxes, and keep the improvements insured, and keep up repairs, then this trust conveyance shall be of no further force or effect. But if DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW fail to pay any installment, principal or interest, on the promissory note promptly when due, or if we fail to pay taxes, keep up repairs or keep the premises insured, or if DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW fail to reimburse the Trustee or lawful owner of the note, with interest, so expended by the Trustee and note holder, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of the promissory note, the entire unpaid balance, principal and interest, due on the note shall immediately become due and payable, without notice or demand, and the Trustee, or his successors in trust, are hereby authorized and empowered to sell the real estate at the DAVIDSON County Courthouse door to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind which DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW hereby expressly waive. Prior to the sale the Trustee shall give twenty (20) days notice by three publications in any newspaper, daily or weekly published in DAVIDSON County. The Trustee, or his successors in trust, are authorized and empowered to execute and deliver a deed to the purchaser. The holders of debt secured hereby and the DAVID WADE III and JAMES I. CALDWELL III may bid at any sale under this trust conveyance. DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW agree, that the Trustee may, at any time after default, enter and take possession of the real estate and shall only account for the net rents actually received by him. DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW further agree that, in the event the Trustee fails, before selling the real estate, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him of a deed for the real estate.

In case of a sale the proceeds will be applied by the Trustee; first to the payment of all costs, charges and expenses of executing this conveyance and enforcing the lien herein created including a reasonable Trustee's fee and a reasonable attorney's fee for advice for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement or protection of the lien and also the expenses of any such litigation; second to the payment of the promissory note herein secured, and any and all sums expended in the protection of the property; third, the residue, if any, will be paid to DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW, their representatives or assigns.

In case of the death, absence, inability or refusal to act of the Trustee at any time when action under this trust may be required, the lawful owner and holder of the lien 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 Trustee shall be vested in the successor.

The 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.

This property has never been the residence of either grantor. Barbara Wade and Ruth Caldwell join in this agreement to convey their marital interests if any. They have authorized their husbands and attorney's-in-fact to execute this deed by instruments of record in book 6662 page 962 and 7490 page 13 in the Register's Office for Davidson

County Tennessee.

IN WITNESS WHEREOF, DAVID WADE III and JAMES I. CALDWELL III and DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW, have hereunto set their hands this 16th. day of MAY, 1988 and David R. Wade has affixed the signature of Barbara Wade by himself as attorney-in-fact and James I. Caldwell, III has affixed the signature of Ruth Caldwell by himself as her attorney-in-fact.

David Wade III

DAVID WADE III

James I. Caldwell III

JAMES I. CALDWELL III

David Wayne Bradshaw

DAVID WAYNE BRADSHAW

Jacqueline M. Bradshaw

JACQUELINE M. BRADSHAW

Ruth R. Caldwell by James I. Caldwell III

Ruth R. Caldwell by James I. Caldwell, III
her attorney-in-fact

Barbara K. Wade by David R. Wade III attorney in fact

Barbara K. Wade by David R. Wade, III her
attorney-in-fact

STATE OF TENNESSEE)
Davidson County)
)

Personally appeared before me, ~~JAMES L. FUQUA, JR.~~ Joe N. Smith, a Notary Public in and for said County and State, the within named DAVID WAYNE BRADSHAW and wife JACQUELINE M. BRADSHAW, the bargainors, with whom I am personally acquainted, (or proved to 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 NASHVILLE, Tennessee, on 16 MAY 1988.

Joe N Smith
Notary Public

Commission Expires: ~~14 JULY 1991~~ 10 July 1990

)
STATE OF TENNESSEE)
Davidson County)
)

Personally appeared before me, JAMES L. FUQUA, JR., a Notary Public in and for the above listed County and State, the within named James I. Caldwell, III the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the attached instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, Tennessee, on 16 MAY 1988.

Notary Public

Commission Expires: 14 JULY 1991

)
STATE OF TENNESSEE)
Davidson County)
)

Personally appeared before me, JAMES L. FUQUA, JR., a Notary Public in and for the above listed County and State, the within named David R. Wade, III the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the attached instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, Tennessee, on 16 MAY 1988.

Notary Public

Commission Expires: 14 JULY 1991

STATE OF TENNESSEE)
Davidson County)

Personally appeared before me, JAMES L. FUQUA, JR., a Notary Public in and for the above listed County and State, the within named James I. Caldwell III, who represented himself to be attorney-in-fact for Ruth R. Caldwell the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the attached instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, Tennessee, on 16 MAY 1988.

Notary Public

Commission Expires: 14 JULY 1991

STATE OF TENNESSEE)
Davidson County)

Personally appeared before me, JAMES L. FUQUA, JR., a Notary Public in and for the above listed County and State, the within named David R. Wade who represented himself to be attorney-in-fact for Barbara K. Wade the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the attached instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, Tennessee, on 16 MAY 1988.

Notary Public

Commission Expires: 14 JULY 1991

46729

IDENTIFICATION

Jul 6 11 47 AM '88

RECORDED 07/06 0101 4083

116.00

Schedule A

BOUNDARY DESCRIPTION

Fourteenth Civil District - Davidson County, Tennessee
Property Map 4 Part of Parcel 32
James I. Caldwell, III and David R. Wade, III - Owners
Deed Book 7473 Page 663

TRACT 7 - CONTAINING 5.29 ACRES

To find the point of beginning, start at a concrete monument at the intersection of the southerly right-of-way (25 feet from the centerline) of **Coopertown Road** with the easterly boundary line of Hargrove Subdivision, a plat of which is of record in Plat Book 6050 page 317 in the Register's Office of Davidson County, Tennessee, said monument being westerly approximately 1426 feet along said right-of-way from its intersection with Whites Creek Pike; Thence, leaving said right-of-way with said easterly boundary line, **South 0 degrees 44 minutes 00 seconds West 572.24 feet** to the beginning of a curve concave to the West and having a radius of 748.48 feet; Thence, with said curve and the easterly boundary line of property owned by Donald Dickerson, of record in Deed Book 7271 page 681 in said Register's Office, **an arc distance of 254.90 feet,** then severing the property of James I. Caldwell, III and David R. Wade, III, of record in Deed Book 7473 page 663 in said Register's Office, **an arc distance of 95.40 feet** for a **total arc distance of 350.30 feet** to the point of tangency; Thence, continuing to sever said Caldwell and Wade property, **South 27 degrees 33 minutes 00 seconds West 382.81 feet** to the beginning of a curve concave to the Northwest and having a radius of 258.52 feet; Thence, continuing to sever said Caldwell and Wade property with said curve, **an arc distance of 175.32 feet** to the point of tangency; Thence, continuing to sever said Caldwell and Wade property, **South 66 degrees 24 minutes 20 seconds West 110.59 feet** to the beginning of a curve concave to the Southeast and having a radius of 226.45 feet; Thence, continuing to sever said Caldwell and Wade property with said curve, **an arc distance of 146.48 feet** to an iron pin the **POINT OF BEGINNING;** Thence, severing said Caldwell and Wade property with a turn-in curve to a cul-de-sac turn around curve concave to the Northwest and having a radius of 50.00 feet, southwesterly **an arc distance of 36.14 feet** to the beginning of said cul-de-sac turn around curve concave to the Northeast and having a radius of 50.00 feet; Thence, continuing to sever said Caldwell and Wade property with said curve, southerly **an arc distance of 150.07 feet** to an iron pin; Thence, continuing to sever said Caldwell and Wade property, **South 11 degrees 12 minutes 20 seconds East 582.43 feet** to the center of a creek; Thence, with said creek and the northerly boundary line of property owned by Vernon L. Lain, of record in Deed Book 5098 page 435 in said Register's Office, as follows: **South 17 degrees 27 minutes 00 seconds West 42.66 feet, South 72 degrees 32 minutes 00 seconds West 113.36 feet, South 58 degrees 21 minutes 00 seconds West 197.31 feet;** Thence, leaving said creek with the easterly boundary line of property owned by Lloyd T. Owen et ux, of record in Deed Book 6620 page 812 in said

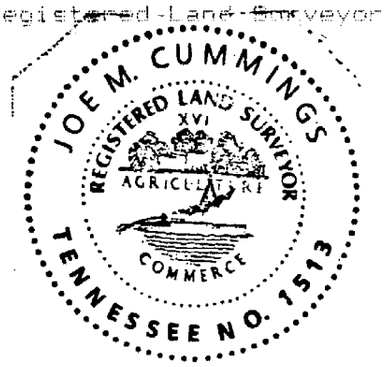
Register's Office. North 6 degrees 56 minutes 20 seconds West 885.43 feet (passing through a witness iron pin on the bank of said creek at 50.00 feet) to an iron pin; Thence, again severing said Caldwell and Wade property, as follows: North 77 degrees 32 minutes 40 seconds East 194.85 feet to an iron pin, South 60 degrees 39 minutes 20 seconds East 106.99 feet to the BEGINNING containing 5.29 acres.

The above described tract is benefited by a 50 foot wide easement for the purpose of ingress and egress between said tract and Coopertown Road and being more particularly described as follows:

INSERT EASEMENT DESCRIPTION HERE

This description is based on a field survey completed on March 17, 1988 by Joe M. Cummings, Tennessee Registered Land Surveyor No. 1513.

CUMMINGS ASSOCIATES - LAND SURVEYORS
635 East Main Street
Hendersonville, TN 37075



Schedule A

BOUNDARY DESCRIPTION

Fourteenth Civil District - Davidson County, Tennessee
Property Map 4 Part of Parcel 32
James I. Caldwell, III and David R. Wade, III - Owners
Deed Book 7473 Page 663

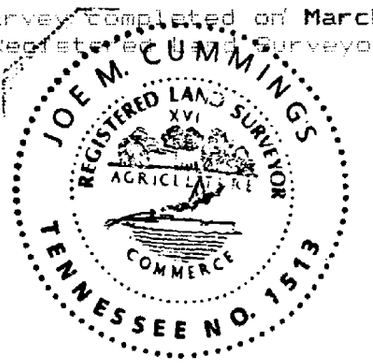
50 Foot Easement for Ingress/Egress

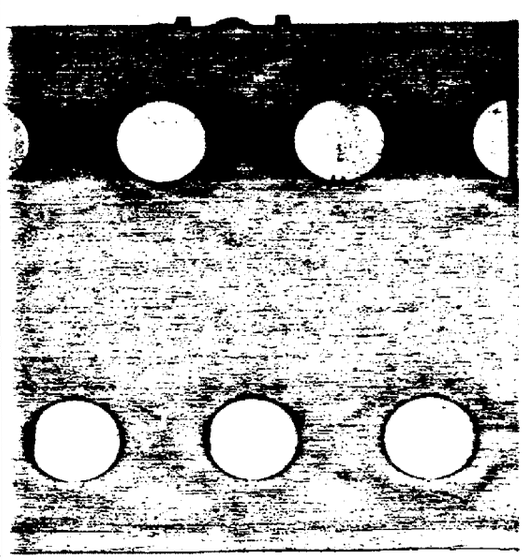
BEGINNING at an iron pin at the intersection of the southerly right-of-way (25 feet form the centerline) of **Coopertown Road** with the westerly boundary line of property owned by Marie Sloan, of record in Deed Book 6842 page 844 in the Register's Office of Davidson County, Tennessee, said pin being westerly approximately 1375 feet along said right-of-way from its intersection with Whites Creek Pike; Thence, leaving said right-of-way with said westerly boundary line, **South 0 degrees 44 minutes 00 seconds West 780.29 feet** to an iron pin at said Sloan's southwest corner; Thence, severing the property of James I. Caldwell, III and David R. Wade, III, of record in Deed Book 7473 page 663 in said Register's Office, as follows: **North 89 degrees 39 minutes 40 seconds West 13.24 feet, South 27 degrees 33 minutes 00 seconds West 543.79 feet** the beginning of a curve concave to the Northwest and having a radius of 308.52 feet; Thence, with said curve, **an arc distance of 209.23 feet** through a central angle of 38 degrees 51 minutes 20 seconds to the point of tangency, **South 66 degrees 24 minutes 20 seconds West 110.59 feet** to the beginning of a curve concave to the Southeast and having a radius of 176.45 feet; Thence, with said curve, **an arc distance of 114.13 feet** through a central angle of 37 degrees 03 minutes 40 seconds to the beginning of a turn-in curve to a cul-de-sac concave to the East and having a radius of 50.00 feet; Thence, with said turn-in curve, **an arc distance of 36.14 feet** through a central angle of 41 degrees 24 minutes 40 seconds to the beginning of cul-de-sac turn around curve concave to the North and having a radius of 50.00 feet; Thence, with said turn around curve, **an arc distance of 229.35 feet** to the beginning of a turn-in curve leaving said cul-de-sac concave to the Northwest and having a radius of 50.00 feet; Thence, with said turn-in curve, **an arc distance of 36.14 feet** through a central angle of 41 degrees 24 minutes 40 seconds to the beginning of a curve concave to the Southeast and having a radius of 226.45 feet; Thence, with said curve, **an arc distance of 146.48 feet** through a central angle of 37 degrees 03 minutes 40 seconds to the point of tangency, **North 66 degrees 24 minutes 20 seconds East 110.59 feet** to the beginning of a curve concave to the Northwest and having a radius of 258.52 feet; Thence, with said curve, **an arc distance of 175.32 feet** through a central angle of 38 degrees 51 minutes 20 seconds to the point of tangency, **North 27 degrees 33 minutes 00 seconds East 382.81 feet** to the beginning of a curve concave to the West and having a radius of 748.48 feet; Thence, continuing to sever said Caldwell and Wade property with said curve and continuing with the easterly boundary line of property owned by Donald Dickerson, of record in Deed Book 7271 page 681

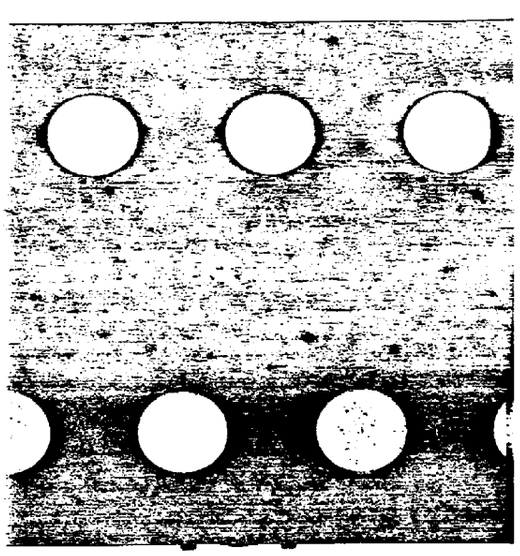
in said Register's Office, **an arc distance of 350.30 feet** through a central angle of 26 degrees 49 minutes 00 seconds to an iron pin at the point of tangency; Thence, with the easterly boundary line of Hargrove Subdivision, of record in Plat Book 6050 page 317 in said Register's Office, **North 0 degrees 44 minutes 00 seconds East 572.24 feet** to a concrete monument in said southerly right-of-way of Coopertown Road; Thence, with said right-of-way, **South 79 degrees 44 minutes 00 seconds East 50.70 feet** to the **BEGINNING.**

This description is based on a field survey completed on **March 17, 1988 by Joe M. Cummings**, Tennessee Registered Land Surveyor No. **1513.**

CUMMINGS ASSOCIATES - LAND SURVEYORS
635 East Main Street
Hendersonville, TN 37075







OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7591 PAGE 913

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 23000.00
MAMT 13000.00
CON TX 75.90
MOR TX 12.65
PRFEE 0.50
[illegible] 27.00
TOTAL 116.05
CHECK 116.05

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/06/88 01 11:49 0001 4083

46729

IDENTIFICATION REFERENCE

JUL 6 11 47 AM '88

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 109949