Prepared by:
Haynes & Cannon
140 North Main St.
Goodlettsville, TN 37072

May

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Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Joe L. Wall & Mike Suggs	Same	Map 25
(NAME) 425 East Old Hickory Blvd	(NAME)	Pc Par 35
(STREET ADDRESS OR ROUTE NUMBER) Madison, TN 37115	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of NINETY ONE THOUSAND ($91,000.00) Dollars, of which TWENTY TWO THOUSAND SEVEN HUNDRED & FIFTY ($22,750.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder SIXTY EIGHT THOUSAND, TWO HUNDRED & FIFTY ($68,250.00) Dollars, JOE L. WALL and MIKE SUGGS he.ve executed a Promissory Note of evendate herewith in the original principal amount of $68,250.00, plus interest at the rate of 11.75% per annum

2311 05/03 0101 03CHECK 12.00

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and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, FRED JEVANEY have this day bargained and sold, and do hereby transfer and convey unto the said JOE L. WALL and MIKE SUGGS their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

See attached Exhibit A.

15023

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Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $68,250.00"

4029 03/09 0101 03CHECK 388.99

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 91,000.00

Subscribed and sworn to before me, this the 2[illegible] day of February, March, 89

Affiant

My commission expires: 9/11/90 (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as Tract 1, 456 Dry Creek Road, Goodlettsville, TN 37072 (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JOE L. WALL and MIKE SUGGS, their (sucessors), heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said JOE L. WALL and MIKE SUGGS, their (successors), 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 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 acknowledged, the said JOE L. WALL and MIKE SUGGS hereinafter referred to as trustors, hereby transfer and convey unto JOHN M. CANNON, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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 the sum of $ 68,250.00, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

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Trustors further 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 or 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 6 percent 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, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, 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, keep up repairs or keep said premises insured, or pay said 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 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 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 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:

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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hands this 7 day of March, 19 89, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

JOE L. WALL

MIKE SUGGS

FRED JEVANEY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JOE L. WALL, MIKE SUGGS, and FRED JEVANEY

the within named 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 Goodlettsville, Tennessee, this 7 day of March, 19 89

Notary Public

Commission expires 9/11/90

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in ....., this .....day of....., 19.....

.....Notary Public

Commission expires .....

INSTALLMENT DEED

FROM

Fred Jevaney

TO

Joe L. Wall & Mike Suggs

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

Exhibit A.

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TRACT ONE

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being Tract One of J. F. Jevaney property and also being a part of Lots 4, 5, and 6 on the Plan of the Procession of the J. M. Cowley Lands, as of record in Deed Book 161, page 29, R.O.D.C., Tennessee and being more fully described as follows:

Beginning at a point in the centerline of Dry Creek Road (a 50-foot wide road), said point being N 37 degrees 24' 03" E, 25.42 feet from the northeast corner of a tract of land conveyed to C. A. Seaton, et ux by deed record in Book 3464, page 1, R.O.D.C., Tennessee; thence,

1. With the centerline of Dry Creek Road S 63 degrees 03' 17" E, a distance of 9.51 feet to a point; thence,

2. Continuing with said centerline and with a curve to the right having a radius of 586.57 feet, southeastwardly a distance of 356.02 feet along the arc of the curve to a point, said curve has a chord bearing and distance of S 45 degrees 40' 01" E, 350.58 feet; thence,

3. S 28 degrees 16' 45" E, a distance of 95.84 feet to a point and also being the common northerly corner to Tract Two of the J. F. Jevaney property; thence,

4. Leaving the centerline of Dry Creek Road and with the westerly line of said Tract Two S 37 degrees 24' 03" W, passing an iron pin set on the southwest right of way of said road at a distance of 27.43 feet and a total distance of 451.00 feet to an iron pin set in the northerly line of Tract Three of the J. F. Jevaney property; thence,

5. With the northerly line of Tract Three North 61 degrees 48' 39" W, a distance of 450.51 feet to an iron pin set in the easterly property line of a tract of land conveyed to Bobby G. Jackson, et ux by deed recorded in Book 4743, page 169, R.O.D.C., Tennessee; thence,

6. With the easterly line of Jackson and Seaton N. 37 degrees 24' 03" E, a distance of 603.18 feet to the point of beginning and containing 246,470 square feet or 5.658 acres, more or less.

Further, an easement 15' wide running along the line from a point in center line of Dry Creek Raod along a line S 37 degrees 24' 03" W 603.18' to the boundary of Tract Three as shown on an unrecorded plat dated February 9, 1989, by Ragan-Smith-Murphy & Associates, Inc., is granted for the purpose of allowing a private water line to service Tract Three only. This easement is to run with the land.

Being a portion of the same proeprty conveyed to Fred Jevaney and wife, Mary Annette Jevaney by quitclaim deed from Mary Annette Jevaney, Executrix of the Estate of Mildred Thurman Shrader, of record in Book 7697, page 769, Register's Office for Davidson County, Tennessee.

The said Mary Annette Jevaney is now deceased.

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RESTRICTIONS

1. No trailer, mobile home, modular homes, basement or underground house, garage, barn or other buildings may be used as temporary or permanent living quarters.

2. No swine or commercial poultry may be kept on property.

3. No storage of junk cars, storage of building materials or any other offensive or unsightly storage may be placed on tracts.

4. The right of enforcement of these restrictive covenants is vested in the owners of tracts.

5. By the creation of the above restrictions there is no intention of imposing them on any other land owned by sellers.

6. Restrictions to run til January 1, 2009.

RE-RECORD
2 9 7 2 1.

IDENTIFICATION REFERENCE

MAY 3 8 26 AM '89

MAR ENT