This Instrument prepared by: L. Ken Johnson, Attorney
302 Moss Trail Goodlettsville
Tennessee, 37072

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $83,000.00.

James B. Neely
JAMES B. NEELY

Subscribed and sworn to before me this the 11th day of SEPTEMBER, 1992.

Lewis P. Johnson
Notary Public

My comm. exp. 11-27-93

ADDRESS NEW OWNER:
JAMES B. NEELY
6549 Lickton Pike
Goodlettsville, Tennessee 37072

SEND TAX BILLS TO:
Mortgagee

MAP/PARCEL NO.:
12- 67 * Cal

Mortgagee: J. B. NETTLES
7770 Cairo Bend Rd.
Lebanon, Tn. 37087

INSTALLMENT DEED

BOOK 8728 PAGE 840

MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $66,400.00.

For and in consideration of the sum of EIGHTY THREE THOUSAND ($83,000.00) Dollars, of which Sixteen Thousand Six Hundred ($16,600.00) Dollars has been paid in cash by the Grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said Grantees have executed their joint note of even date payable to the Grantor, in the amount of Sixty Six Thousand Four Hundred ($66,400.00) of even date, with interest at the rate of Eight and One Half Per Centum (8.5%) interest, and payable Two Hundred Ninety-Nine and 90/100 ($192.03) Dollars, and providing for payment of attorney's fees and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

WE, J. B. NETTLES and wife, ELIZABETH NETTLES, hereinafter called the Grantors, have this day bargained and sold and do hereby transfer and convey unto the said JAMES B. NEELY AND WIFE, BRENDA G. NEELY, their heirs and assigns, a certain tract or parcel of land AS FOLLOWS:

Land in Davidson County, Tennessee, being Tract No. 2 according to a survey by Cummings Assoc. Land Surveyors, No. 1513, March 20, 1992, Job 92-002(s) and of record in Plat Book 8250, page 098, and more particularly described as follows:

Beginning at an iron pin at the intersection of the southerly right of way (25 feet from the centerline) of Lickton Pike with the westerly boundary line of Lot 1 of J. B. Nettles Property, of record in Plat Book 8250 Page 98 in the Register's Office of Davidson County, Tennessee; Thence, with said boundary line, as follows: South 18 degrees 04 minutes 59 seconds East 178.38 feet to an iron pin, South 2 degrees 41 minutes 14 seconds East 20.48 feet to an iron pin, South 62 degrees 54 minutes 45 seconds West

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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25.40 feet to an iron pin, South 58 degrees 59 minutes 45 seconds West 86.02 feet to an iron pin, South 65 degrees 32 minutes 47 seconds West 40.31 feet to an iron pin, South 63 degrees 24 minutes 00 seconds West 65.87 feet to an iron pin, North 38 degrees 42 minutes 43 seconds West 424.54 feet to an iron pin, South 51 degrees 17 minutes 17 seconds West 329.63 feet to an iron pin in the easterly boundary line of property owned by Nancy Bennett, of record in Deed Book 7094 Page 405, in said Register's Office; Thence, with said boundary line, North 35 degrees 25 minutes 29 seconds West 135.66 feet to an iron pin in the easterly boundary line of property owned by Mark Morris, of record in Deed Book 6573 Page 771 in said Register's Office; Thence, with said boundary line, North 1 degree 28 minutes 50 seconds East 380.12 feet to an iron pin intercepting a curve, in said Lickton Pike, concave to the southwest and having a radius of 1350.00 feet; Thence, with said curve and right-of-way an arc distance of 208.43 feet through a central angle of 8 degrees 50 minutes 45 seconds (ch. South 68 degrees 49 minutes 08 seconds East 208.22 feet) to the point of tangency; Thence, with said right-of-way, South 64 degrees 26 minutes 20 seconds East 391.72 feet to the beginning of a curve concave to the northeast and having a radius of 925.00 feet; Thence, with said curve and right-of-way an arc distance of 197.81 feet through a central angle of 12 degrees 15 minutes 09 seconds (ch. South 67 degrees 50 minutes 02 seconds East 197.43) to the BEGINNING containing 5.13 Acres, more or less.

Being part of the same property conveyed to J. B. Nettles by deed from Fred S. Ramsey and wife, Daisye Ramsey, of record in Book 2401, page 250, and by deed creating Estate by the Entiretles of record in Book 4164, page 689, Register's Office for Davidson County, Tennessee.

THIS PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS APPARENT AND OF RECORD AND EASEMENT FOR POWER LINES AND R.O.W. AS OF RECORD IN BOOK 1247, PAGE 217, BOOK 1246, PAGE 316, BOOK 1237, PAGE 429 AND BOOK 1634, PAGE 623 AND ROADWAY AGREEMENTS AND EASEMENTS AS SHOWN ON SAID PLAT AND BOOK 2401 PAGE 250, R.O.D.C. TENNESSEE. THERE IS NO WARRANTY OR REPRESENTATIONS AS TO PURITY OR QUALITY OF WATER FROM WELLS LOCATED ON TRACT NO. ONE. CONVEYED TO BRASHERS. TO WHICH WELLS, AN EASEMENT IS CREATED FOR MAINTAINENCE AND EGRESS AND INGRESS FOR TRACT NO. 2. ACROSS TRACT NO. 1. THEIR HEIRS AND ASSIGNS.

To have and to Hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said JAMES B. NEELY AND WIFE, BRENDA G. NEELY, their heirs and assigns, forever

And J. B. NETTLES and wife, ELIZABETH NETTLES, do covenant with the said JAMES B. NEELY AND WIFE, BRENDA G. NEELY that we are lawfully seized and possessed of said land

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in fee simple; have a good right to convey it, and the same is unencumbered unless otherwise stated in this Deed.

And we do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said land to the said JAMES B. NEELY AND WIFE, BRENDA G. NEELY, their heirs and assigns against the lawful claims of all persons whomsoever.

This is improved property known as 6549 Lickton Pike, Goodlettsville, Tn. 37072

AND NOW, for the purpose of better and more effectually securing the payment of lien notes and rendering unnecessary court proceedings for the enforcement of said lien in the event of non payment of said payments or 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 L. Kenneth Johnson, 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 insurance company or companies for its actual value until the note 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 and holder of said note, 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 note, or any of them, may do any and 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 note, aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this Trust conveyance shall be of no further force and effect. BUT, if we fail to pay any of the payments of the note promptly when due or at maturity or if, failing to pay taxes, keep up repairs or keep premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said note for all sums with interest, so expended by said Trustee, or lawful owner and holder of said note, 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 note or payments past due and unpaid, all of remaining portion of said note shall become due and payable at once, without notice, and 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, statutory or elective rights, and all other exemptions of every kind, which are 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 payments of said note, 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 their 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 unpaid note 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 note, 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.

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Said Trustee or successor 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 at Goodlettsville, Tennessee this the 11th day of SEPTEMBER, 1992.

X J. B. Nettles
J. B. NETTLES

X Elizabeth G. Nettles
ELIZABETH NETTLES

X James B. Neely
JAMES B. NEELY

X Brenda G. Neely
BRENDA G. NEELY

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, J. B. NETTLES and wife, ELIZABETH NETTLES, and JAMES B. NEELY AND WIFE, BRENDA G. NEELY, the bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained on this the 11th day of SEPTEMBER, 1992.

Lewis P. Johnson
Notary Public

My comm. exp. 11-27-93

4545.

IDENTIFICATION REFERENCE

SEP 14 10 37 AM '92

CIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 8728 PAGE 843

L. KENNETH JOHNSON
LAWYER
302 MOSS TRAIL
GOODLETTSVILLE, TN 37072
859-2256

6297 09/14 0101 03CHECK 398.16

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

RECEIVED OF _____

FOR _____

BOOK 8728 PAGE 844

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

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

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	83000.00
			MAMT	664.00
			ERR	CO
			MAMT	664.00-
			MAMT	66400.00
			CON TX	307.10
			MOR TX	74.06
			PRFEE	1.00
			WDEED	16.00
			TOTAL	398.16
			CHECK	398.16

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 001 629

45455

IDENTIFICATION REFERENCE

SEP 14 10 37 AM '92

FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

No. 56995