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 $39,000.00

X Michael G Brasher
MICHAEL G. BRASHER

Subscribed and sworn to before me this the 17th day of SEPTEMBER, 1992.

Lewis P. Johnson
Notary Public

My comm. exp. 11-22-93

ADDRESS NEW OWNER:
MICHAEL G. BRASHER
3341 Freeman Hollow Rd.
Goodlettsville, Tennessee 37072

SEND TAX BILLS TO:
Mortgagee

MAP/PARCEL NO.:
12- 184

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

INSTALLMENT DEED

BOOK 8734 PAGE 931

MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $31,200.00.

For and in consideration of the sum of THIRTY-NINE THOUSAND ($39,000.00) Dollars, of which Seven Thousand Eight Hundred ($7,800.00) 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 Thirty One Thousand Two Hundred ($31,200.00) of even date, with interest at the rate of Eight and One Half Per Centum (8.5%) interest, and payable Two Hundred Thirty Nine and 90/100 ($239.90) Dollars, monthly, interest included, for three years with the unpaid balance due three years from date, and no prepaid penalty, 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 **MICHAEL G. BRASHER AND WIFE, PHYLLIS BRASHER, their heirs and assigns, a certain tract or parcel of land AS FOLLOWS:**

Land in Davidson County, Tennessee, being Tract No. 1 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 easterly line of Tract no. 2 of J. B. Nettles Property, of record in Plat Book 8250, page 98 in the Register's Office of Davidson County, Tennessee; thence with the southerly margin of Lickton Pike in an easterly direction 57.94 feet to an old iron pin; thence 16 deg. 04' 59" E 155 feet to

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859-2259

an iron pin; thence S 2 deg. 41' 14" E 52.72 feet to an iron pin; thence S 52 deg. 54' 45" W 54.42 feet to an iron pin; thence S 58 deg. 59' 45" W 91.54 feet to an iron pin; thence S 65 deg. 32' 47" W 42.23 feet to an iron pin; thence S 63 deg. 24' 00" W 429.56 feet to an iron pin; thence N 38 deg. 36' 30" W 85.91 feet to an iron pin; thence N 27 deg. 28' 13" W 139.60 feet to an iron pin; thence N 35 deg. 25' 29" W 174.37 feet to an iron pin; thence N 51 deg. 17' 17" E 329.63 feet to an iron pin; thence S 38 deg. 42' 43" E 424.54 feet to an iron pin; thence N 63 deg. 24' 00" E 65.87 feet to an iron pin; thence N 65 deg. 32' 47" E 40.31 feet to an iron pin; thence N 58 deg. 59' 45" E 86.02 feet to an iron pin; thence N 62 deg. 54' 45" E 25.40 feet to an iron pin; thence N 2 deg. 41' 14" W 20.48 feet to an iron pin; thence N 18 deg. 04' 59" W 178.38 feet to the beginning containing 4.00 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 Entireties of record in Book 4164, page 689, Register's Office for Davidson County, Tennessee.

BOOK 8734 PAGE 932

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, AND CONDITIONS AS SHOWN ON SAID PLAT OF RECORD IN PLAT BOOK 8250 PAGE 98 AND BOOK 2401 PAGE 250, R.O.D.C. TENNESSEE. AND AN EASEMENT IS EXPRESSLY CREATED FOR THE USE AND BENEFIT OF TRACT NO. 2 FOR INGREES AND EGRESS AND MAINTENANCE OF WELLS LOCATED ON TRACT NO. 1, THEIR HEIRS AND ASSIGNS.

THIS PROPERTY IS CONVEYED SUBJECT TO THE FOLOWING RESTRICTIONS FOR THE BENEFIT OF ALL ADJOINING PROPERTY OWNERS FROM 20 YEARS FROM DATE:

1. No mobile or modular or prefabricated homes are permitted.
2. No home shall be built with less thatn 1500 square feet of improved living space, excluding breezeways, carports, garages and porches.
3. All foundation walls shall be faced with brick or field stone to ground level.
4. Garage and utility buildings shall be stained or painted.
5. No exposed block is permitted.
6. There shall be no swine or poultry kept on the property.
7. No junk vehicles or non running vehicles shall be kept on the premises.

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8. No home shall be occupied until finished, such as basement with roof.

If any of these restrictions should be set aside for any reason, the others will remain in full force and effect.

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

And J. B. NETTLES and wife, ELIZABETH NETTLES, do covenant with the said MICHAEL G. BRASHER AND WIFE, PHYLLIS BRASHER, that we are lawfully seized and possessed of said land 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 MICHAEL G. BRASHER AND WIFE, PHYLLIS BRASHER, their heirs and assigns against the lawful claims of all persons whomsoever.

This is unimproved property known as Tract No. 1, 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 falls, before

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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.

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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 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 17th day of SEPTEMBER, 1992.

X J. B. Nettles
J. B. NETTLES

X Elizabeth G. Nettles
ELIZABETH NETTLES

X Michael G. Brasher
MICHAEL G. BRASHER

X Phyllis A Brasher
PHYLLIS BRASHER

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 MICHAEL G. BRASHER AND WIFE, PHYLLIS BRASHER, 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 17th day of SEPTEMBER, 1992.

Lewis P. Johnson
Notary Public

My comm. exp. 11-22-93

IDENTIFICATION REFERENCE

SEP 22 10 11 AM '92
[illegible] WILSON REGISTER
DAVIDSON COUNTY, TN

8770 09/22 0101 03CHECK 194.00

47.638

L. KENNETH JOHNSON
LAWYER
302 MOSS TRAIL
GOODLETTSVILLE, TN 37072
859-2258

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8734 PAGE 935

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

CAMT 39000.00
MAMT 31200.00
CON TX 144.30
MOR TX 33.58
PRFEE 1.00
WDEED 16.00
TOTAL 194.88
CHECK 194.88

09/22/92 01 10:12 0001 8770

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

47638

IDENTIFICATION REFERENCE

SEP 22 10 11 AM '92

DAVIDSON COUNTY, TN

No. 572395