INSTALLMENT DEED BOOK 8880 PAGE 163

FROM

HOMER J. TIDWELL, JR., and wife,

BARBARA TIDWELL

TO

WILLIAM T. WHITLOW and wife,

MELANIE M. WHITLOW

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William T. Whitlow et ux (NAME)	Same (NAME)	Map 45
Post Office Box 698 5165 Little Marrowbone Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 40
Ashland City, TN 37015 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$15,300.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF February 1993

Notary Public

MY COMMISSION EXPIRES: 4-30-96

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --Fifteen Thousand Three Hundred and 00/100----------($15,300.00)---------- DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory lien note of even date herewith, payable to the order of HOMER J. TIDWELL, JR. and wife, BARBARA TIDWELL, in the principal sum of $14,800.00, payable in 120 monthly installments of $195.58 each, beginning March 23, 1993, with a like sum of $195.58 on the 23rd day of each consecutive month thereafer, until February 23, 2003, when the final installment shall be due and payable. Said monthly installments include interest at the rate of 10% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $14,800.00;

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.

We, Homer J. Tidwell, Jr., and wife, Barbara Tidwell

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto William T. Whitlow and wife, Melanie M. Whitlow

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

(SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY)

97-51.3

IDENTIFICATION REFERENCE

MAR 4 10 39 AM '93

LOU Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

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

unimproved ( )
is improved ( ) property, known as ---------- (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* James W. Stinnett, Jr 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 $ insb. value 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 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, the statutory right 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 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 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 23rd day of February 1993.

x William T. Whitlow
x Mrs Melanie M. Whitlow
x Homer J. Tidwell Jr
x Barbara Tidwell

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Homer J. Tidwell, Jr., and wife, Barbara Tidwell,

the 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 Ashland City Tennessee, this 23rd day of February, 1993.

Jean H. Buck Notary Public

JEAN H. BUCK NOTARY PUBLIC CHEATHAM COUNTY, TN

Commission expires 4-30-96

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

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **William T. Whitlow and wife, Melanie M. Whitlow**, the 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 Ashland City, Tennessee, this 23rd day of February, 1993.

Jean H. Buck
Notary Public

JEAN H. BUCK NOTARY PUBLIC CHEATHAM COUNTY, TN

My Commission Expires: 4-30-96

Commission expires

*James W. Stinnett, Jr., Trustee
106 Frey Street
Ashland City, TN 37015

INSTALLMENT DEED
FROM: Homer J. Tidwell, Jr., et ux
TO: William T. Whitlow et ux

(DESCRIPTION OF PROPERTY)

LAND in the 14th Civil District of Davidson County, Tennessee, described as follows, to-wit:

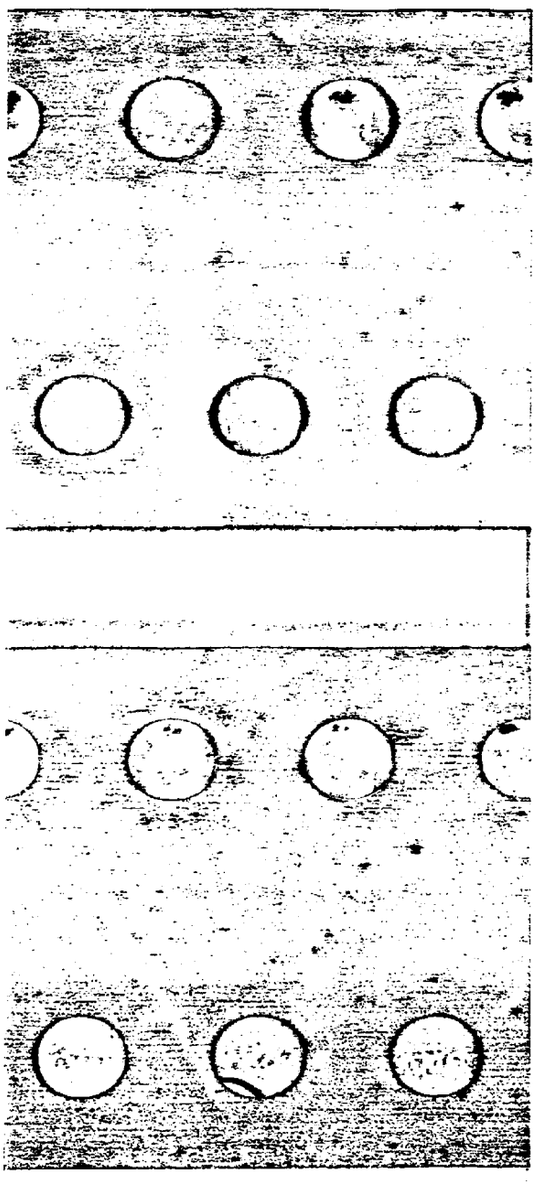
BEING Tract No. 8 of the Dawson Property, and more particularly described as follows: **BEGINNING** at an iron pin in a gravel road and in the west line of the Sam B. Walker III's property, as shown of record in Book 5453, Page 663, Register's Office for Davidson County, Tennessee; thence with Walker's west line, South 4 degrees 58 minutes 11 seconds East 134.86 feet to an I.P. and M.F.P., Walker's southwest corner; thence South 4 degrees 22 minutes 15 seconds East passing through an I.P. and M.F.P. in the north margin of a 50 foot ingress and egress easement, in all 754.41 feet to a point in the centerline of said 50 foot easement; thence with the centerline of said easement, South 85 degrees 53 minutes 22 seconds West 256.51 feet; North 81 degrees 31 minutes 16 seconds West 81.98 feet; and North 67 degrees 56 minutes 46 seconds West 380 feet; thence leaving said easement, North 21 degrees 26 minutes 39 seconds East passing through an iron pin in the north margin of said easement, in all 457.12 feet to an existing M.F.P.; thence North 03 degrees 58 minutes West 602.58 feet passing through an iron pin in the south margin of said easement, in all 602.58 feet to the centerline of said gravel road; thence with the centerline of said gravel road, South 46 degrees 44 minutes 52 seconds East 39.5 feet; South 52 degrees 42 minutes East 197.72 feet; South 43 degrees 23 minutes 13 seconds East 40.82 feet; South 40 degrees 28 minutes 13 seconds East 60.33 feet; South 57 degrees 15 minutes 13 seconds East 34.84 feet; South 72 degrees 21 minutes 13 seconds East 150.60 feet; and North 80 degrees 25 minutes 47 seconds East 59.80 feet to the beginning, **containing 11.911 acres, more or less**, according to survey of Thomas H. Alley, No. 922, dated March 21, 1985.

BEING a part of the same property conveyed to Homer J. Tidwell, Jr. and wife, Barbara Tidwell, by deed from Jeffrey Wrenn McLaughlin and wife, Amanda T. McLaughlin, of record in Book 8856, Page 784, Register's Office for Davidson County, Tennessee.

This is the same description as in the previous deed of record.

RECORDERS MEMO
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THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

9342 03/04 0101 03CHECK 84.33



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 8880 PAGE 166

RECEIVED OF _____

FOR _____

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 15300.00
				MAMT 14800.00
				CON TX 56.61
				MOR TX 14.72
				PRFEE 1.00
				WDEED 12.00
				TOTAL 84.33
				CHECK 84.33
			03/04/93 01	10:38 0001 9342

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9 7 5 1 3

IDENTIFICATION REFERENCE

MAR 4 10 39 AM '93

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 626911