INSTALLMENT DEED

FROM

HOMER J. TIDWELL, JR. and wife,
BARBARA TIDWELL

TO

MICHAEL WAYNE CARPENTER and wife,
VANESSA D. CARPENTER

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
Michael Wayne Carpenter et ux (NAME)	Same (NAME)	Map 46-000
132 Volcanoe Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 093.00
Antioch, Tn. 37013 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

07421

IDENTIFICATION REFERENCE

APR 7 9 48 AM '93

DAVIDSON COUNTY, TN

MAIL ENV.

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$ 12,950.00 Michael Wayne Carpenter
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF March 1993.

Notary Public

MY COMMISSION EXPIRES: 4-30-96
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ---Twelve Thousand Nine Hundred Fifty and 00/100---------- ----------($12,950.00)---------- 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 $12,450.00, payable in 120 monthly installments of $164.53 each, beginning April 30, 1993, with a like sum on the 30th day of each consecutive month thereafter, until March 30, 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 $12,450.00;

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 Michael Wayne Carpenter and wife, Vanessa D. Carpenter herein called grantees, their heirs and assigns, certain real estate in 14th C.D., Davidson County, Tennessee, as follows:

(SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY)

2989 04/07 0101 03CHECK

72.75

This is unimproved ( ) 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 WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 31st day of March 1993.

Michael Wayne Carpenter — Homer J. Tidwell, Jr.
Vanessa D. Carpenter — 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, AND Michael Wayne Carpenter and wife, Vanessa D. Carpenter **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 31st day of March, 19 93.

, Notary Public.

Commission expires 4-30-96

STATE OF TENNESSEE
COUNTY OF _____

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

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

INSTALLMENT DEED

FROM: Homer J. Tidwell, Jr. et ux
TO: Michael Wayne Carpenter et ux

A certain tract or parcel of land located in the 14th Civil District of Davidson County, Tennessee, described as follows, to wit:

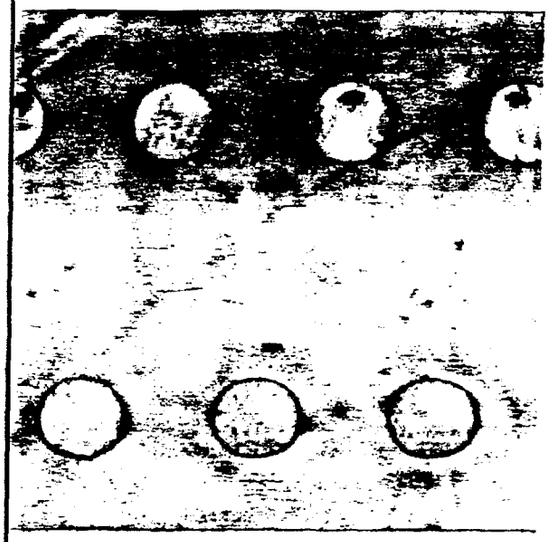
BEING Tract No. 14 of the Dawson Property, and more particularly described as follows: **BEGINNING** at an I.P. and M.F.P. in a new pile of rocks in the center of a creek where the creek crosses the south line of the Harris A. Gilbert property, as shown of record in Book 4199, Page 868, Register's Office for Davidson County, Tennessee; thence with Gilbert's south line, North 88 degrees 04 minutes 57 seconds East 550 feet to an iron pin, an interior corner of Gilbert; thence with Gilbert's line, South 4 degrees 04 minutes 10 seconds West 541.10 feet to an I.P. and M.F.P. in a pile of stones in an old fence row; thence South 1 degree 49 minutes 19 seconds West passing through an I.P. and M.F.P., 95 feet from the centerline of a 50 foot ingress and egress easement, in all 608.29 feet to a point in the centerline of said easement; thence with the centerline of said easement, North 12 degrees 59 minutes 40 seconds West 89.97 feet; North 28 degrees 00 minutes 06 seconds West 129.83 feet; North 52 degrees 06 minutes 57 seconds West 103.27 feet; North 75 degrees 40 minutes 23 seconds West 134.02 feet; and South 82 degrees 39 minutes 19 seconds West 138.20 feet; thence North 4 degrees 12 minutes 18 seconds West passing through an I.P. and M.F.P. offset at 25 feet, in all 850.44 feet to the beginning, **containing 10.034 acres, more or less**, according to survey of Thomas H. Alley, No. 922, dated March 21, 1985.

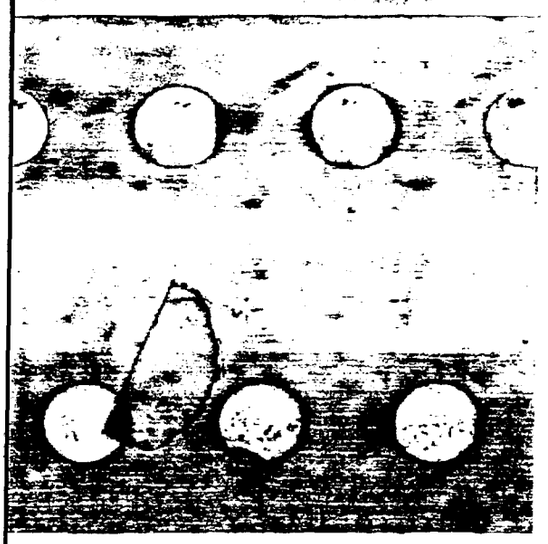
BEING a part of the same property conveyed to Homer J. Tidwell, Jr. and wife, Barbara Tidwell, by deed from Jeffrey Wrenn McLaughlin and wife, Amanda T. McLaughlin, of record in Book 8856, Page 784, Register's Office for Davidson County, Tennessee.

This conveyance is **SUBJECT** to an ingress and egress easement of record in Book 6662, Page 649, Register's Office for Davidson County, Tennessee.

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

This conveyance is also **SUBJECT** to a perpetual 42 foot wide public right of way as shown in a decree in the Chancery Court for Davidson County, Tennessee, being of record in Book 8681, Page 819, Register's Office for Davidson County, Tennessee.





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

RECEIVED OF _____

FOR _____

BOOK 8910 PAGE 214

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 12950.00
MAMT 12450.00
PRFEE 1.00
ERR CO
PRFEE 1.00-
CON TX 47.73
MOR TX 12.02
PRFEE 1.00
WDEED 12.00
TOTAL 72.75
CHECK 72.75

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/07/93 01 09:48 0001 2989

APR 7 9 48 AM '93

IDENTIFICATION REFERENCE

07421

F. Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 637778