BOOK 9103 PAGE 62

Bot 38

INSTALLMENT DEED

FROM

CHARLES W. BENNETT and wife,
SUE N. BENNETT

TO

MIKE WAYNE BENNETT

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
Mike Wayne Bennett (NAME)	Same (NAME)	Map 44-9
407 Rosehill Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 46
Goodlettsville, TN 37072 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF Davidson }

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

$ 65,000.00 Mike Wayne Bennett
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 6th DAY OF October, 1993.

Sharon C. Bouck
Notary Public

MY COMMISSION EXPIRES: 4-30-96

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --Sixty Five Thousand and 00/100---------- ----------($65,000.00)---------- DOLLARS of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory lien note of even date herewith, payable to the order of CHARLES W. BENNETT and wife, SUE N. BENNETT, in the principal sum of $65,000.00, payable in 84 monthly installments of $981.02 each, beginning November 1, 1993, with a like sum on the 1st day of each consecutive month thereafter, until October 1, 2000, when the final installment shall be due and payable. Said monthly installments include interest at the rate of 7% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $65,000.00

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, Charles W. Bennett and wife, Sue N. Bennett hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Mike Wayne Bennett herein called grantees, their heirs and assigns, a one-half undivided interest in and to certain real estate in Davidson County, Tennessee, as follows:

9265 10/07 0101 03CHECK 325.95

(SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY)

93 OCT -7 AM 10:07

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

This is unimproved ( ) improved ( ) property, known as 104 Robinson Rd (House Number) (Street) Old Hickory 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 the 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 24th day of September 19 93

Charles W. Bennett — Sue N. Bennett

Mike Wayne Bennett — Lorrie D. Bennett

STATE OF FLORIDA
COUNTY OF Bay

Personally appeared before me, the undersigned **, a Notary Public in and for said County and State, the within named** Charles W. Bennett and wife, Sue N. Bennett

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 , Florida, this 24 day of Sept., 19 93.

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: March 19, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Notary Public.

Commission expires

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Mike Wayne Bennett and wife, Lorrie D. Bennett,** 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 Nashville, Tennessee, this the 6th day of October, 1993.

Notary Public

My Commission Expires: 4-11-96

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

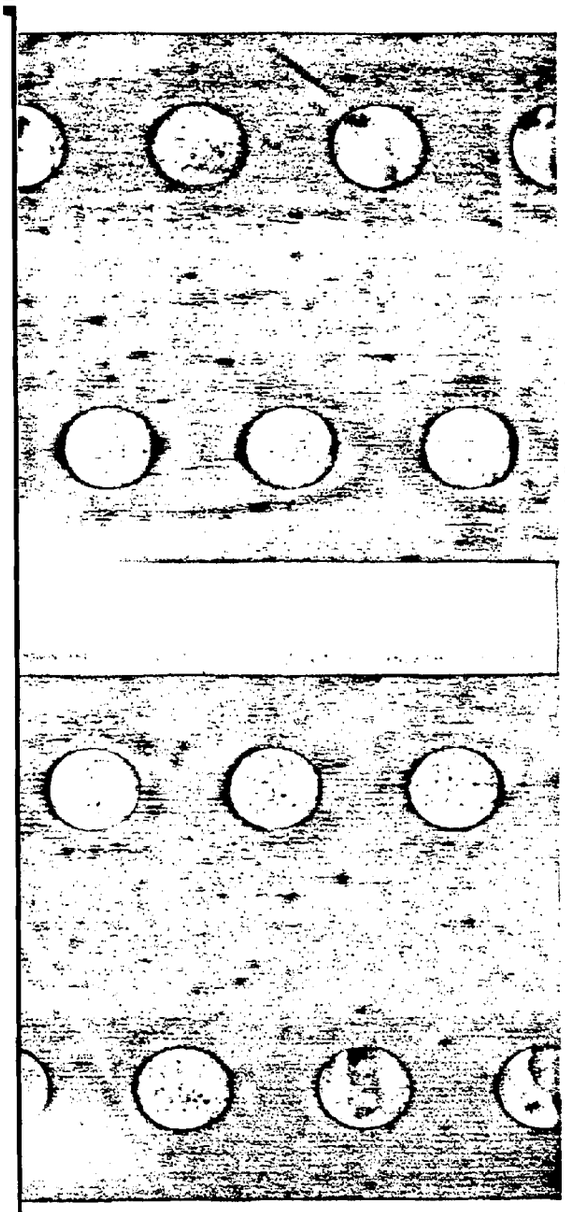
INSTALLMENT DEED
FROM: Charles W. Bennett et ux
TO: Mike Wayne Bennett
DATED: September 24, 1993

BEING in the 4th Civil District of said County, being an unnumbered tract marked C. G. Bennett, shown on the Plat of Section III, The Knoll, as of record in Book 2854, Page 110, Register's Office for Davidson County, Tennessee, which said unnumbered tract lies northeast of Lots 36, 38, 39 and 40 on said plan, described as follows: **BEGINNING** at a concrete monument in the northwesterly margin of Bennett Drive, at the southeast corner of Lot No. 36; thence with the margin of said Drive, as follows: northeasterly around a curve, 14.06 feet to a concrete monument; North 60 degrees 41 minutes East 86.96 feet to a concrete monument; northeasterly around a slight curve, 103.35 feet to a concrete monument; thence North 48 degrees 13 minutes East 110.39 feet to a concrete monument at the beginning of a curve; thence around said curve, northerly 39.27 feet to a point in the west margin of Robinson Road; thence with the margin of said road, North 41 degrees 47 minutes East 300 feet, more or less, to a point in the south line of the property of the Nashville Industrial Corporation; thence with said Corporation's south line, North 57 degrees West 334.5 feet, more or less, to a concrete monument at the northwesterly corner of Lot 40 on said plan; thence with the rear line of Lots 36, 38, 39 and 40, South 40 degrees 04 minutes East 340.3 feet to the point of beginning, containing 2.37 acres, more or less.

BEING the same property conveyed to Charles W. Bennett and wife, Sue N. Bennett, by deed from Charles Gale Bennett, of record in Book 9014, Page 162, Register's Office for Davidson County, Tennessee.

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

Lorrie D. Bennett, wife of Mike Wayne Bennett, joins in this conveyance for the purpose of conveying her interest in the above described property to the Trustee named herein.



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9103 PAGE 65

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	65000.00
MAMT	65000.00
CON TX	240.50
MOR TX	72.45
PRFEE	1.00
WDEED	12.00
TOTAL	325.95
CHECK	325.95

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/07/93 01 10:10 0001 9265

71720
IDENTIF. & REFERENCE

93 OCT -7 AM 10:07

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 707156