INSTALLMENT DEED

FROM

MARY ELLEN BOYTE, a widow

TO

JOHN D. CARTER, SR. and

JOHN D. CARTER, JR., unmarried

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
John D. Carter, Sr., et al. (NAME)	Same (NAME)	Map 81-6
1120 Bucksnort Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcels 321-322
Ashland City, TN 37015 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	323

(FOR REGISTER'S USE)

BOOK 10137 PG 457

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$100,000.00 John D. Carter, Sr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF July, 19 96

James W. Stinnett, Jr.
Notary Public

MY COMMISSION EXPIRES: 4-9-2000
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of -One Hundred Thousand and 00/100----------
----------($100,000.00)---------- 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

have executed their joint promissory lien note of even date herewith, payable to the order of **MARY ELLEN BOYTE**, in the principal sum of $100,000.00, payable in 120 monthly installments of $1,110.20 each, beginning August 29, 1996, with a like sum on the 29th day of each consecutive month thereafter, until July 29, 2006, when the final installment shall be due and payable. Said monthly installments include interest at the rate of 6% per annum.

Maximum principal indebtedness for Tennessee recording tax purposes is $100,000.00;

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.

I, Mary Ellen Boyte, a widow

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

John D. Carter, Sr. and John D. Carter, Jr.

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

(SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY)

0208819
IDENTIF. ↑ REFERENCE

96 JUL 30 AM 11:23
FELIX A. LASSITER REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

unimproved ( )
This 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 *Wm. G. Wilkinson 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 29th day of July 1996.

Mary Ellen Boyte — John D. Carter Sr.

Patricia A. Carter

John D. Carter Jr.

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 Mary Ellen Boyte, and John D. Carter, Sr. and wife, Patricia Ann Carter, and John D. Carter, Jr. 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 29th day of July, 1996.

James W. Stennett, Jr., Notary Public.

STENNETT, JR. NOTARY PUBLIC AT LARGE TENNESSEE

Commission expires 4-9-2000.

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____.

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

_____, Notary Public.

Commission expires _____.

*Wm. G. Wilkinson, Trustee
106 Frey Street
Ashland City, TN 37015

BOOK 10137 PG 459

INSTALLMENT DEED
FROM: Mary Ellen Boyte, a widow
TO: John D. Carter, Sr., et al.

Tract No. 1: **BEING** Lots Nos. 32 and 33 on the Plan of A. C. Dudley's Subdivision of the McDaniel Tract, as of record in Book 161, Page 10, Register's Office for said County.

Said Lots Nos. 32 and 33 front together 100 feet on the northerly side of McDaniel Street and run back between parallel lines 150 feet to an alley.

BEING the same property conveyed to James R. Boyte, unmarried, and Robert Miller Biggs, by deed from C. L. Newkirk and wife, Mildred Newkirk, of record in Book 3278, Page 256, Register's Office for Davidson County, Tennessee; and to James R. Boyte, by deed from Robert Miller Biggs, of record in Book 4103, Page 987, said Register's Office.

Tract No. 2: **BEING** Lot No. 31 on the Map of A. C. Dudley Plan of Lots, as of record in Book 161, Page 10, Register's Office for Davidson County, Tennessee.

Said Lot No. 31 fronts 50 feet on the north side of McDaniel Street and runs back between parallel lines 150 feet to a 10-foot alley in the rear.

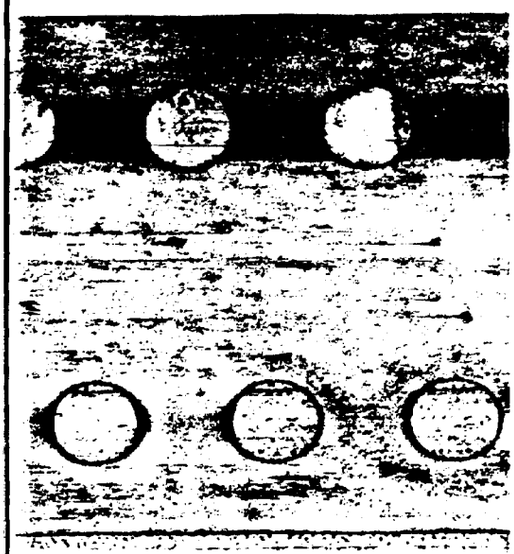
BEING the same property conveyed to J. R. Boyte, by deed from Nashville Young Men's Christian Association, Nashville, Tennessee, of record in Book 5258, Page 158, Register's Office for Davidson County, Tennessee.

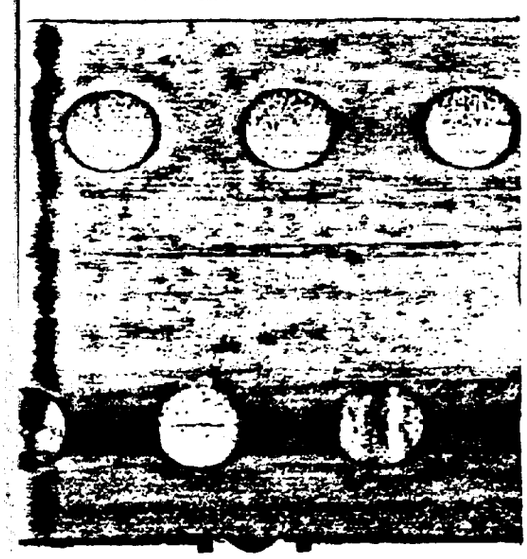
Mary Ellen Boyte acquired title to the above described property under the Will of James Robert Boyte, a certified copy of which is of record in Book 10137, Page 453, Register's Office for Davidson County, Tennessee.

J. R. Boyte, James R. Boyte, and James Robert Boyte were one and the same persons.

Patricia Ann Carter, wife of John D. Carter, Sr., joins in this conveyance for the purpose of conveying any interest she may have in the above described property to the Trustee to secure this instrument.

0892 07/30 0101 03CHECK 495.70





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

RECEIVED OF _____

FOR _____

BOOK 10137 PG 460

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 100000.00
				MAMT 100000.00
				CON TX 370.00
				MOR TX 112.70
				PRFEE 1.00
				MDEED 12.00
				TOTAL 495.70
				CHECK 495.70
			07/30/96 01	11:25 0001 0892

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0208819
IDENTIF. ↑ REFERENCE

96 JUL 30 AM 11:23
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1068489