BOOK 10402 PG 869

0290184

IDENTIF. & REFERENCE

97 APR -2 PM 3:51

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

INSTRUMENT PREPARED BY:
JENNIFER NOE, ATTORNEY
112 FREY STREET
ASHLAND CITY, TENNESSEE 37015
(615)792-5972

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSE IS $37,000.00.

INSTALLMENT DEED

NAME AND ADDRESS OF NEW OWNER: DENNIS FISHER and wife
BEVERLY FISHER
4732 Bull Run Road
Ashland City, Tennessee 37015

SEND TAX STATEMENTS TO: SAME

MAP: 046-00-0, PARCEL 42580

4730 04/02 0101 03CHECK 194.15

FOR AND IN CONSIDERATION of the sum of THIRTY SEVEN THOUSAND ($37,000.00) dollars, of which ZERO DOLLARS ($0.00) has been paid in cash, and for the THIRTY SEVEN THOUSAND ($37,000.00)DOLLARS DENNIS FISHER AND WIFE BEVERLY FISHER have executed this note of even date herewith in the principal amount of $37,000.00 (plus 0% interest) payable to the order of SONDRA F. FISHER, payable in 123 equal installment of $300.00 and one payment in the amount of $100.00, for a total of 124 payments, the first installment being due April 24, 1997, and the last installment being due on or before August, 24, 2011, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, SONDRA F. FISHER have this day bargained and sold, and do hereby transfer and convey unto the said DENNIS FISHER AND WIFE BEVERLY FISHER, the Grantees herein, their successors, heirs and assigns, a certain tract or parcel of real property:

LAND in the 13th, formerly the 25th Civil District of Davidson County, Tennessee, being part of Lot No. 2 on the Plan showing the division of the land of Elias P. Simpkins, deceased, as of record in Plan Book 2, page 64. Chancery Court of Nashville, Tennessee described according to a survey made by Hickerson & Hickerson Engineers, September 2, 1961, and revised October 18, 1961 as follows:

Beginning at a railroad spike in the center of Bull Run Road, at a point south 63 deg 45' west 255 feet from a railroad spike located at the southwest corner of the property conveyed t W. O. Davis and wife, by deed from Ezell Dickerson and wife, of record in Book 1977, page 229, Registers Office for said County; thence with the center of said road, south 63 deg 45' west 210 feet to and iron pin; thence north 26 deg 15' west 420 feet to an iron pin; thence north 63 deg 45' east 210 feet to an iron pin; thence sough 26 deg 15' east 400 feet to the beginning, containing 2 acres, more or less.

Being the same property conveyed to Wayne Fisher and wife, Gracie C. Fisher, by deed from J. L. Gallaher, a widower, of record in Book 3308, page 184, said Register's Office. Wayne Fisher is deceased. Gracie

Fisher did convey her interest in said property to Wayne Fisher in Book 5176, Page 946 in the Chancery Court of Davidson County. Sondra F. Fisher obtained said property as surviving wife of Wayne Fisher and was left said property in his Will which was recorded in the Chancery Court of Cheatham County, Tennessee in Minute Book 2, Page 114 on July 30, 1987.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, the DENNIS FISHER AND WIFE BEVERLY FISHER, their successors, 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 said real estate to said Grantees, their successors, 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 even of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of ONE DOLLAR to me paid, we DENNIS FISHER AND WIFE BEVERLY FISHER the said GRANTEES, do hereby transfer and convey unto JAMES M. JOHNSON, TRUSTEE, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, DENNIS FISHER AND WIFE BEVERLY FISHER further agree to keep the improvements on said property in good repair and preservations, 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, DENNIS FISHER AND WIFE BEVERLY FISHER, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, 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, or payments, promptly at maturity or if, failing 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 (30) days form 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 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 her successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three publications in any newspaper, daily or weekly, published in Cheatham 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, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or her 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 trust 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 our 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, if more than one, 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 JAMES M. JOHNSON, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and she shall not be required to file and account or settlement in relation to her trusteeship.

IN WITNESS WHEREOF, we, the said SONDRA F. FISHER, DENNIS FISHER and BEVERLY FISHER have hereunto set our hands at Ashland City, Tennessee, this the 31 day of March, 1997.

Dennis Fisher
DENNIS FISHER

Beverly Fisher
BEVERLY FISHER

Sondra F. Fisher
SONDRA F. FISHER

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 DENNIS FISHER AND BEVERLY FISHER, 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 the 31 day of March, 1997.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 2-12-2000

NOTARY PUBLIC OF TENNESSEE

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 SONDRA F. FISHER 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 the 31 day of March, 1997.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 2-12-2000

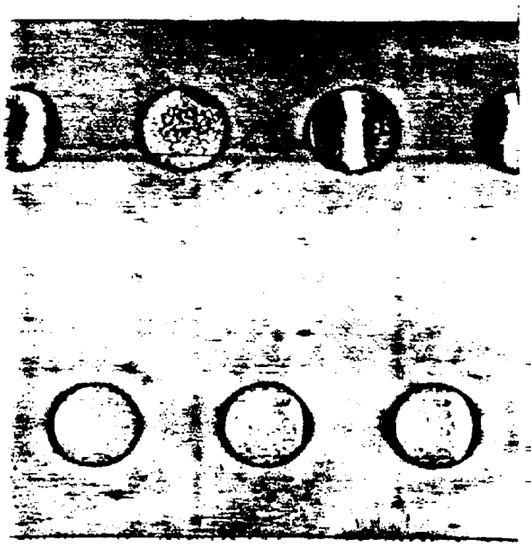
STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

The actual consideration for this transfer or value of the property, (whichever is greater) is $37,000.00.

Sondra F. Fisher
SONDRA F. FISHER

Sworn to and subscribed
before me, this the 31
day of March, 1997.

NOTARY PUBLIC
My Commission Expires: 2-12-2000



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10402 PG 873

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 37000.00
				MAMT 37000.00
				CON TX 136.90
				MOR TX 40.25
				PRFEE 1.00
				WDEED 16.00
				TOTAL 194.15
				CHECK 194.15
			04/02/97 01	15:57 0001 4730

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0290184
IDENTIF. & REFERENCE

97 APR -2 PM 3:51
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1134987