This instrument prepared by:
Joe F. Gillespie, Jr.
6408-A Clarksville Pike
Joelton, Tenn. 37080

BOOK 10570 PG 303

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 30,000.

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NUMBERS
JEFFREY L. TROYER	SAME	MAP NO 29
P. O. BOX 6752		PARCEL 374

Tennessee

STATE OF [redacted])
COUNTY OF Davidson

The actual value or consideration of this transfer, whichever is greater, is $35,000.00 (THIRTY-FIVE THOUSAND DOLLARS).

Jeffrey L. Troyer
AFFIANT

Sherry C. Troyer
AFFIANT

Subscribed, sworn and acknowledged before me, a Notary Public, this 15 day of August, 1997.

Patsy McCall
NOTARY PUBLIC

NOTARY PUBLIC AT LARGE

MY COMMISSION EXPIRES: My Commission Expires July 24, 1999

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF THE SUM OF THIRTY-FIVE THOUSAND DOLLARS AND NO 00/100 ($35,000.00) DOLLARS, of which FIVE THOUSAND AND NO 00/100 ($5,000.00) DOLLARS, has been paid by Jeffrey L. Troyer, and wife, Sherry C. Troyer, Grantees herein, the receipt of which is hereby acknowledged and for remainder the said Grantees have executed their single installment deed note of even date herewith in the principal amount of THIRTY THOUSAND AND NO 00/100 ($30,000.00) DOLLARS, payable to the order of Raymond E. Foster and Jane W. Foster in 120 consecutive monthly payments of $396.46 each, including interest at 10% a year beginning May 23rd, 1998, and continuing thereafter of the same day of each month until principal and interest have been paid in full and to secure the payment of said note or notes, principal and interest, a lien is expressly retained on the land herein conveyed, Raymond E. Foster and Jane W. Foster, hereinafter called the Grantors, have this day bargained and sold and do hereby transfer and convey unto

Jeffrey L. Troyer, and wife, Sherry C. Troyer, herein called Grantees, their heirs and assigns, the following described property:

A tract of land in the 14th Civil District of Davidson County, Tennessee, formerly the 24th Civil District of Davidson County, Tennessee, being Tract #7, described in previous Deed Book 181, Page 504, and Deed Book 6475, Page 574, of the Register's Office of Davidson County, Tennessee, more particulary described as:

Commencing at a point in the Easterly margin of Craft Road and the Northwest corner of Thomas T. Baggott, III, property as recorded in Deed Book 6675, Page 674; thence North 75°38'07" West, 5021 feet to an iron pin; thence in a Southerly direction with a curve to the left (having a central angle of 02°20'18" and a radius of 1170.92 feet, 47.79 feet to an iron pin; thence South 05°54'13" West, 90.34 feet to an iron pin, being the Southern terminus of Craft Road and the West margin of a 50 foot ingress and egress and utility easement, and a curve to the right (having a central angle of 09°22'58" and a radius of 1079.65 feet) 176.80 feet to an iron pin: thence South 15° 17'18" West, 341.49 feet to an iron pin, thence with a curve to the right (having a central angle of 03° 37'19" and a radius of 1720.25 feet) 108.74 feet to an iron pin, the true point of beginning for this tract;

(1) Thence with a curve to the right (having a central angle of 06°33'48" a radius of 1720.25 feet, a tangent length of 98.64 feet, and a chord bearing and distance of South 22°11'32" West, 196.25 feet) 197.06 feet to an iron pin;
(2) Thence leaving said margin, North 75°47'49" East, 472.77 feet to a tree;
(3) Thence South 68°26'24" West, 1214.77 feet to an iron pin in the East line of J. Derick Steven's property as recorded in Deed Book 7403, Page 414;
(4) Thence along said East line, North 06°27'56" East, 284.60 feet to an iron pin;
(5) Thence leaving said East line, South 83°30'54" West, 194.96 feet to an iron pin;
(6) Thence North 06°29'06" East, 418.94 feet to an iron pin;
(7) Thence South 83°30'54" East, 1395.24 feet to the true point of beginning for this tract, thus containing 441,085.08 square feet or 10.126 acres.

Included but excluded is a triangular Access Easement along the Southwest corner of above mentioned tract, beginning at the Southwest corner of said tract and in the West margin of said 50 foot Ingress and Egress and Utility Easement.

(1) Thence along the South line of said tract, north 07° 23'00" East, 176.10 feet to a point;
(2) Thence leaving said line, South 09°06'42" East, 194.14 feet to a point in said margin of said 50 Ingress and Egress and Utility Easement;
(3) Thence with a curve to the left having a central angle of 01°51'58", a radius of 1720.50 feet, a tangent length of 56.04 feet and a chord bearing and distance of North 72°16'45" West, 56.03 feet to the point of beginning, thus containing 4862.11 square feet or 0.11 acres.

This easement shall remain in effect until David Shanover exercises his option, at which time it shall be extinguished.

BEING the same property conveyed from Raymond E. Foster to Raymond E. Foster and Jane Foster and recorded in Book 10378, Page 993, Davidson County, Register of Deeds Office.
FURTHER, said property is subject to the following Deed restrictions:

BOOK 10570 PG 305

1. The premises shall not be used to construct duplexes.

2. No noxious or offensive operation shall be conducted or maintained on the premises and nothing shall be done thereon which may constitute a nuisance or unreasonable annoyance to the neighborhood.

3. No trailer, mobile or other modular home, basement house, tent, garage, barn or other outbuilding shall be used as either a temporary or permanent residence and no residential structure or building previously erected at another location shall be moved to be placed or erected on the premises.

4. No residence shall be located, constructed or maintained on the premises nearer the front line of the tract than 100 feet nor nearer to the rear of the line than 50 feet or nearer any side line than 10 feet; All outbuildings must be located, constructed and maintained to the rear of any residence erected on the premises except attached garages. No garage doors shall be exposed to front road or easement.

5. The sewage from any residence on the premises shall be connected to a septic tank and disposal field approved by the Davidson County Health Department or connected to a public sewer line.

6. Each home must contain a minimum of 1400 square feet of heated living area, excluding garages, carports, patios, exc., including existing structures.

7. All residential building or structures of any kind constructed on the lot shall have full masonry foundations with no exposed block, concrete or plaster foundations exposed to the exterior above grade level, excluding existing structures.

8. The right of enforcement of these restrictive covenants is vested in the Owners or their assigns and binding on the Owners and subsequent Owners of each tract.

9. If any of these restrictions shall be declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10. No swine or commercial poultry may be kept on the property.

11. No storage of junk cars, storage of building materials or any other offensive or unsightly debris may be placed on the tracts.

12. If 14 acres with house or 36 acres is subdivided before the year 2000, no livestock will be allowed on tracts of of land less than 2 acres.

13. Each tract accepts responsibility and expense of 50' (feet) road easement.

14. The above restrictions shall apply to this property and shall be covenants running with until January 1, 2020.

To have and to hold the said parcel of real property, with 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, and have a good right to convey it and that the same is not encumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to 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 lein note, and rendering unnecessary court proceedings for the enforcement of said lein in the event of the non-payment of said note, or any installment thereof, as it matures, as hereinafter provided, and for the consideration of one dollar, in hand paid, We, the said Grantees herein do hereby transfer and convey unto Joe F. Gillespie, Jr. Trustee, 6408-A Clarksville Highway Joelton, Tennessee, 37080, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging for the purposes aforesaid, only. We further agree to maintain $100,000.00 dollars premises liability insurance. We further agree to keep the improvements on said property in good repair and preservations, and to pay all taxes and assessments thereon when due; and in case we fail to do either, then the said Trustee, or the lawful owners and holders' of said note, or any of them, may do any or all of these things and charge and treat the sum so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment, at the rate provided for in said note. NOW if WE, the said grantees, shall pay the note aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep premises insured, as aforesaid, then this trust conveyance shall be no further force or effect. But, if we fail to pay said note or any installment thereof, promply when due, or if, failing to pay taxes, keep up with repairs or keep said premises insured as herein provided; or We fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interesst, so expended by the said Trustee, or lawful owner and holder of said note, within thirty days from 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 the said note, then past due and unpaid, all the remaining balance of said note 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 the County in which the property is sisuated, to sell said property at the front door of the Courthouse in said County, to the highest and best bidder for cash, at public outcry, free from the equity of redemption, 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 said note or any installment due thereunder, enter and take poessession 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 poessession thereof, the purchaser shall be entitled to immediate possession thereof,

BOOK 1057 PG 306

the purchaser 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 enforceing 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 lein; 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 the unpaid balance of said note 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, and 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 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 of Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

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.

Where used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said Grantors and Grantees, have set our hands of this 16th day of July, 1997.

GRANTORS:

RAYMOND E. FOSTER

JANE W. FOSTER

GRANTEES:

JEFFREY L. TROYER

SHERRY C. TROYER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared RAYMOND E. FOSTER AND JANE W. FOSTER, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the with-in named Grantors and that they as such executed the foregoing instrument for the purpose therein contained. WITNESS MY HAND, AT OFFICE THIS THE 16th DAY OF July, 1997.

NOTARY PUBLIC

MY COMMISSION EXPIRES 11/25/2000.

STATE OF ~~VIRGINIA~~ Tennessee)
COUNTY OF Davidson

BOOK 10570 PG 308

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared JEFFREY L. TROYER AND WIFE SHERRY C TROYER, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the with-in named GRANTEES and that they as such executed the foregoing instrument for the purposes therein contained. WITNESS MY HAND, AT OFFICE THIS THE 15 DAY OF August, 1997.

Patti McCord
NOTARY PUBLIC

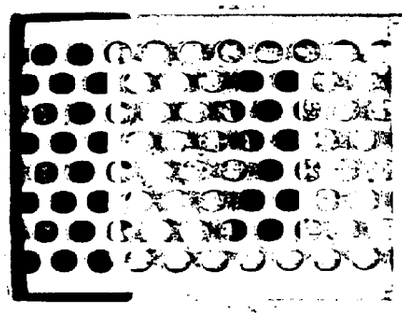
MY COMMISSION EXPIRES: My Commission Expires July 24, 1999

0337966
IDENTIF. & REFERENCE

97 AUG 15 PM 2:18
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

7309 08/15 0101 CKCASH 186.70



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

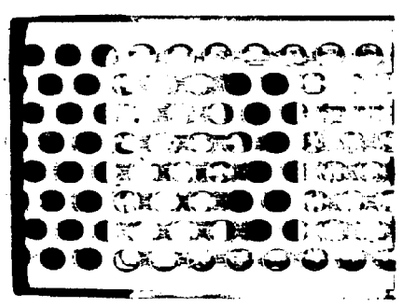
RECEIVED OF _____

FOR _____ BOOK 10570 PG 309

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
			CKMT	~~30000.00~~
			MAMT	30000.00
			CON TX	129.50
			MOR TX	32.20
			PRFEE	1.00
			WDEED	24.00
			TOTAL	186.70
			CASH	186.70
08/15/97	01	14:20	0001	7309

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0337966
IDENTIF. # REFERENCE

97 AUG 15 PM 2:18

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1186871