THIS INSTRUMENT WAS PREPARED BY:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

FILE NO.: N.A.

ADDRESS NEW OWNER AS FOLLOWS:

Bobby L. Sanders et ux
407 South Main Street
Ashland City, TN 37015

SEND TAX BILLS TO:
Same

FIRST TRACT: Map 045-00-0 Parcel 040.00
SECOND TRACT: Map 045-00-0 Parcel 044.00
THIRD TRACT: Map 045-00-0 Parcel 048.00
FOURTH TRACT: Map 046-00-0 Parcel 093.00
FIFTH TRACT: Map 046-00-0 Parcel 091.00

9570 01/07 0101 03CHECK 138.20

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Twenty Five Thousand and 00/100 Dollars ($25,000.00) of which $5,000.00 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 S. TIDWELL,** in the principal sum of $20,000.00, payable in 48 monthly installments of $507.25 each, beginning February 1, 1998, with a like sum on the 1st day of each consecutive month thereafter, until January 1 , 2001, when the final installment shall be due and payable. Said monthly installments include interest at the rate of 10% per annum; 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 S. TIDWELL,** hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto **BOBBY L. SANDERS and wife, DIANE SANDERS,** hereinafter called Grantees, their heirs and assigns, certain real estate located in the 14th Civil District of Davidson County, Tennessee, as follows:

FIRST TRACT: **BEING** Tract No. 8 of the Dawson Property, and more particularly described as follows: **BEGINNING** at an iron pin in a gravel road and in the west line of the Sam B. Walker III's property, as shown of record in Book 5453, Page 663, Register's Office for Davidson County, Tennessee; thence with Walker's west line, South 4 degrees 58 minutes 11 seconds East 134.86 feet to an I.P. and M.F.P., Walker's southwest corner; thence South 4 degrees 22 minutes 15 seconds East passing through an I.P. and M.F.P. in the north margin of a 50 foot ingress and egress easement, in all 754.41 feet to a point in the centerline of said 50 foot easement; thence with the centerline of said easement, South 85 degrees 53 minutes 22 seconds West 256.51 feet; North 81 degrees 31 minutes 16 seconds West 81.98 feet; and North 67 degrees 56 minutes 46 seconds West 380.00 feet; thence leaving said easement, North 21 degrees 26 minutes 39 seconds East passing through an iron pin in the north margin of said easement, in all 457.12 feet to an existing M.F.P.; thence North 03 degrees 03 minutes 58 seconds West 602.58 feet passing through an iron pin in the south margin of said easement, in all 602.58 feet to the centerline of said gravel road; thence with the centerline of said gravel road, South 46 degrees 44 minutes 52 seconds East 39.5 feet; South 52 degrees 42 minutes 13 seconds East 197.72 feet; South 43 degrees 23 minutes 13 seconds East 40.82 feet; South 40

degrees 28 minutes 13 seconds East 60.33 feet; South 57 degrees 15 minutes 13 seconds East 34.84 feet; South 72 degrees 21 minutes 13 seconds East 150.60 feet; and North 80 degrees 25 minutes 47 seconds East 59.80 feet to the beginning, **containing 11.911 acres, more or less**, according to survey of Thomas H. Alley, No. 922, dated March 21, 1985.

BEING the same property conveyed to Homer J. Tidwell, Jr. and wife, Barbara Tidwell, by Trustee's Deed from James W. Stinnett, Jr., Trustee, of record in Book 9703, Page 641, Register's Office for Davidson County, Tennessee.

SECOND TRACT: **BEING Tract No. 11** of the Dawson Property, and more particularly described as follows: **BEGINNING** at a point in the centerline of a 50 foot ingress and egress easement; thence South 11 degrees 15 minutes 06 seconds East passing through an I.P. and M.F.P. offset at 25.77 feet, in all 582.89 feet to an I.P. and M.F.P. in the north line of Phillip D. Campbell, as shown of record in Book 6179, Page 725, Register's Office for Davidson County, Tennessee; thence with Campbell's north line, North 80 degrees 25 minutes 59 seconds West 1099.53 feet to an I.P. and M.F.P. in an old fence row; thence North 21 degrees 26 minutes 39 seconds East passing through an I.P. and M.F.P. in the south margin of said easement, in all 476.51 feet to a point in the centerline of said easement; thence with the centerline of said easement, South 67 degrees 56 minutes 46 seconds East 280 feet; South 81 degrees 31 minutes 16 seconds East 81.98 feet; North 85 degrees 53 minutes 22 seconds East 256.51 feet; North 84 degrees 00 minutes 15 seconds East 67.15 feet; North 77 degrees 58 minutes 49 seconds East 100.92 feet; and North 64 degrees 42 minutes 53 seconds East 38 feet to the beginning, **containing 10.004 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.

THIRD TRACT: **BEING Tract No. 12** of the Dawson Property, and more particularly described as follows: **BEGINNING** at a point in the centerline of a 50 foot ingress and egress easement, the same being in the south line of a tract of land heretofore conveyed to Kenneth L. Patten by deed of record in Book 6651, Page 44, Register's Office for Davidson County, Tennessee, and being the northeast corner of a tract of heretofore conveyed to Kenneth Woodard by deed of record in Book 6651, Page 53, said Register's Office; thence with the centerline of said easement, Patten's line, North 64 degrees 42 minutes 53 seconds East 98.97 feet; North 58 degrees 12 minutes 47 seconds East 233.87 feet; and North 47 degrees 48 minutes 52 seconds East 312.67 feet; thence South 65 degrees 02 minutes 04 seconds East passing through an I.P. and M.F.P. offset 27.13 feet, in all 616.56 feet to an I.P. and M.F.P. set on the west side of a creek; thence South 47 degrees 46 minutes 07 seconds West 1057.62 feet to an iron pin in Campbell's north line; thence with Campbell's north line, North 80 degrees 25 minutes 59 seconds West 176 feet to an I.P. and M.F.P., Woodard's southeast corner; thence with Woodard's east line, North 11 degrees 15 minutes 06 seconds West passing through an I.P. and M.F.P. offset 25.77 feet from the centerline of said easement, 582.89 feet in all to the beginning, **containing 12.472 acres, more or less**, according to survey by Thomas H. Alley, No. 922, dated March 21, 1985.

BEING the same property conveyed to Homer J. Tidwell, Jr. and wife, Barbara S. Tidwell, by Trustee's Deed from James W. Stinnett, Jr., Trustee, of record in Book 9703, Page 649, Register's Office for Davidson County, Tennessee.

This conveyance is subject to a 50-foot ingress and egress easement referred to in deed of record in Book 6677, Page 714, Register's Office for Davidson County, Tennessee.

FOURTH TRACT: **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 550.00 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 01 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 38 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 the same property conveyed to Homer J. Tidwell, Jr. and wife, Barbara S. Tidwell, by Trustee's Deed from James W. Stinnett, Jr., Trustee, of record in Book 9703, Page 645, 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; and 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, said Register's Office.

FIFTH TRACT: **BEING Tract No. 15** 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 South 4 degrees 12 minutes 18 seconds East 850.44 feet passing through an I.P. and M.F.P. in the north margin of a 50 foot ingress and egress easement to a point in the centerline of said easement; thence with the centerline of said easement, South 55 degrees 43 minutes 42 seconds West 103.73 feet; South 53 degrees 03 minutes 11 seconds West 332.25 feet; and South 65 degrees 33 minutes 50 seconds West 80 feet; thence leaving said easement and passing through an I.P. and M.F.P. offset at 29.05 feet, North 19 degrees 34 minutes 01 second West, in all 832.88 feet to an I.P. and M.F.P.; thence North 61 degrees 02 minutes 16 seconds East 1412.24 feet to the beginning, **containing 11.307 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.

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 note or notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note or notes, as it matures, 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, Attorney at Law, 106 Frey Street, Ashland City, Tennessee 37015**, 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 with some reliable fire insurance company or companies for at least the sum of $insb. value until the note or 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 note or 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 note or 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 note or 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 note or 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 note or notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note or notes, within thirty (30) 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 note or notes, or any of said note or notes then past due and unpaid, all remaining unpaid note or 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 (20) 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 Courthouse 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 note or 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 sum 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 note or 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 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.

Maximum principal indebtedness for Tennessee recording tax purposes is $20,000.00.

IN WITNESS WHEREOF, we, the said Grantors and Grantees, have hereunto set our hands this the 30th day of December, 1997.

HOMER J. TIDWELL, JR.

BOBBY L. SANDERS

BARBARA S. TIDWELL

DIANE SANDERS

MAIL ENV.

98 JAN -7 PM 1:47

REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION

00387881

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 S. TIDWELL**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), 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 30th day of December, 1997.

Jean H. Buck
Notary Public

My Commission Expires: 4-9-2000

****

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 **BOBBY L. SANDERS and wife, DIANE SANDERS**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), 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 30th day of December, 1997.

Jean H. Buck
Notary Public

My Commission Expires: 4-9-2000

****

STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

The actual consideration or value, whichever is greater, for this transfer is $25,000.00.

Affiant

Subscribed and sworn to before me, this the 30th day of December, 1997.

Jean H. Buck
Notary Public

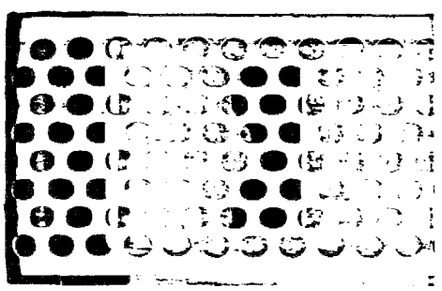
My Commission Expires: 4-9-2000

jb:Sanders.dee

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE



RECEIVED OF _____

FOR _____

BOOK 10750 PG 49

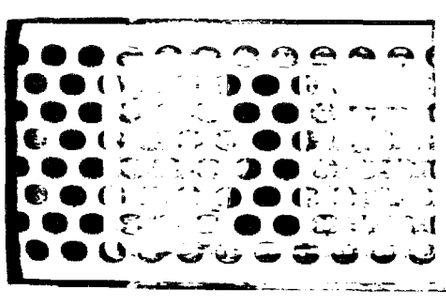
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 25000.00
MAMT 20000.00
CON TX 92.50
MOR TX 20.70
PRFEE 1.00
WDEED 24.00
TOTAL 138.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 138.20

01/07/98 01 13:52 0001 9570



0387881
IDENTIFICATION REFERENCE

98 JAN -7 PM 1:47

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

No. 1240243