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

THIS INSTRUMENT PREPARED BY:
LOCKERT LAW FIRM
105 SYCAMORE STREET
ASHLAND CITY, TN 37015 mail

INSTALLMENT DEED

FROM: RAYMOND E. FOSTER AND WIFE,
JANE W. FOSTER

MAP 29, PARCEL 372

SEND TAX STATEMENTS TO SAME

TO : SONYA A. SULLIVAN
6657 OLD CLARKSVILLE PIKE
JOELTON, TN 37080

BOOK 11351 PG. 347

FOR AND IN CONSIDERATION OF the sum of NINETY THOUSAND AND NO/100 ($90,000.00) DOLLARS, of which $25,000.00 has been paid in cash by the Grantee as down payment hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed a promissory note in the principal sum of $65,000.00, together with interest at the rate of eight (8%) percent per annum and payable to the order of Raymond E. Foster and Jane W. Foster, 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, RAYMOND E. FOSTER and wife, JANE W. FOSTER, hereinafter called the GRANTORS, have this day bargained and sold, and does hereby transfer and convey unto SONJA A. SULLIVAN, herein called GRANTEE, her heirs and assigns, certain real estate situated in the 14th District of Davidson County, Tennessee, as follows:

A tract of land in the 14th, formerly 24th Civil District of Davidson County, Tennessee, being located south of Grays Point Road on the west side of the extension of Craft Road, located in the northwestern portion of said Davidson Copunty, described as follows: Commencing at an found concrete monument at the northeast corner of lands of Thomas T. Baggott, III recorded in Book 6676, Page 671, in the Register's Office of Davidson County, Tennessee(R.O.D.C., TN.) and being shown as Parcel 240, on Tax Map 29. Thence, with the northern boundary of said lands of Baggott North 84 deg. 31' 44" West 348.25 feet to a point at the northwest corner of said lands of Baggott and being the eastern Right of Way of Craft Road; thence, with the southern R.O.W. of said Craft Road, being the northern margin of an 50 foot Ingress, Egress & Utility Easement North 75 deg. 38' 07" West 50.21 feet to a point on the western R.O.W. of said Craft Road and being the True and Actual POINT OF BEGINNING; Thence, leaving said R.O.W. Margin and along the western margin of said 50 foot Ingress, Egress and Utility Easement being the southern boundary of herein described Tract 2 along a curve to the right having a Delta Angle of 02 deg. 20' 18", a Radius of 1170.92 feet, Tangent of 23.90' and a Chord Bearing and Distance of South 08 deg. 01' 25" West 47.78 feet to a point; Thence, South 05 deg. 54' 13" West 90.34 feet to a curve to the right; Thence, along said curve having a Delta Angle of 03 deg. 17' 00", a Radius of 1079.65 feet, Tanent of 30.94 feet and a Chord Bearing and Distance of South 07 deg. 32' 50" West 61.86 feet to a point; Thence, leaving said Easement North 83 deg. 30' 54" West 472.40 feet to an point; Thence, North 08 deg. 38' 50" East 97.74 feet to a point; Thence, North 83 deg. 43' 03" West 1205.67 feet to the western boundary of J. Derick Stevens as of record in Book 7403, Page 414 in R.O.D.C.; Thence, along said western boundary North 06 deg. 27' 56" East 100.00 feet to a point on the southern boundary of Charlotte C. Palmer as of record in Book 3346, Page 54 in R.O.D.C.; point of Beginning. Containing 5.001 acres or 217,825.76 square feet. Thence, along said southern boundary South 86 deg. 09' 33" East 141.76 feet to a found iron rod, being the southwest corner of Carol Marrie Palmer as of record in Book 43419, Page 538 R.O.D.C.; Thence, along said southern boundary (and others) South 83 deg. 23' 59" East 1089.09 feet to a point; Thence, South 83 deg. 43' 17" West 183.29 feet to a found iron rod, being the southeast corner of William & Kathleen House as of record Book 6519, Page 820 R.O.D.C.; also the being the southwest corner of Patrician Chapman Estes as of record in Book 7617, Page 156, R.O.D.C.;

Thence along the southern boundary of said Estes South 83 deg. 46′ 53" West 144.53 feet to _ound iron rod, being the southwest corner of Forrest Jell Eurton as of record in Book 5221, Page 393, R.O.D.C.; Thence, along the southern boundary of said Eurton South 83 deg. 46′ 53" East 117.41 feet to the Point of Beginning.

AND BEING the same property conveyed to Raymond E. Foster by deed of record at Book 6762, page 718, Register's Office for Davidson County, Tennessee, and to Raymond E. Foster and wife, Jane W. Foster, as tenants by the entirety, of record at Book 11341, page 456, Register's Office for Davidson County, Tennessee.

THIS deed prepared from information of prior deed furnished by Grantor.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her 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, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Grantees herein do transfer and convey unto Jimmy P. Lockert, Trustee, 105 Sycamore 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 in some reliable fire insurance company or companies for a least the sum of insurable amount 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 full force, 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 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 Courthouse 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 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 anytime, 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 delivery to him by the Trustee of a deed of 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 advise 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 line; 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 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 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 WHEREOF, we, the said Grantors and Grantees, have hereunto set our hands this the 22nd day of February, 1999.

RAYMOND E. FOSTER (GRANTOR)

JANE W. FOSTER (GRANTOR)

SONJA A. SULLIVAN (GRANTEE)

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 RAYMOND E. FOSTER, JANE W. FOSTER AND SONJA A. SULLIVAN, 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 the 22nd day of February, 1999.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 8, 2002

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

The actual consideration or value, whichever is greater, for this transfer is $90,000.00.

AFFIANT

Subscribed and sworn to before me, this the 22nd day of February, 1999.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 8, 2002

99FEB 23 PM 1:25
REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

0552020
IDENTIF. ↑ REFERENCE

0004 02/23 0101 03CHECK 420.45

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11351 PG. 350

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

0552020
IDENTIF. ↑ REFERENCE

99FEB 23 PM 1:25

REGISTER
DAVIDSON COUNTY, TN.

CAMT	90000.00
MAMT	65000.00
CON TX	333.00
MOR TX	72.45
PRFEE	1.00
TDEED	12.00
ERR	CO
TDEED	12.00-
WDEED	12.00
CFEE	2.00
TOTAL	420.45
CHECK	420.45

02/23/99 01 13:23 0001 9064

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1428281