ADDRESS OF NEW OWNERS:
Clay Faircloth Jr. and wife,
Candace Faircloth
2578 Pulley Road
Nashville, Tennessee 37214

MORTGAGEE:
Thomas H. Dye
2578 Pulley Road
Nashville, Tennessee 37214

PICK-UP

Davidson County DEEDINST
Recvd: 05/03/01 09:35 4pgs
Fees:19.00 Taxes:307.20

20010503-0045349

SEND TAX BILLS TO:
New Owners

MAP AND PARCEL :
Map 121 Parcel 025.00

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTY-FIVE THOUSAND ($65,000.00) Dollars of which Five Thousand Dollars ($5,000.00) has been paid in cash by Roy Clayborne Faircloth, Jr. (also known as Clay Faircloth, Jr.) and wife, Candace Lynn Faircloth, the receipt of which is hereby acknowledged, and for the remainder Sixty Thousand Dollars ($ 60,000.00), the said Roy Clayborne Faircloth, Jr. and wife, Candace Lynn Faircloth have executed their joint promissory note of even date herewith, to be paid as follows: Sixty Thousand Dollars $60,000.00 due within ninety days of the sale of the Grantees' house located at 5464 Hasell Drive, Rockvale, Tennessee. If the Grantees' said house does not sale within one year from the date of this deed, then Grantees are to pay Ten Thousand Dollars ($10,000.00) per year to the Grantor until their house at 5464 Hasell Drive, Rockvale, Tennessee is sold. Grantees will again be given ninety days from the date of the sale of their house to pay any remaining balance owed to the Grantor. When the entire balance is paid in full, a valid Release of this debt shall be recorded in the Register of Deeds office of Davidson County, Tennessee by said Grantor or by the Grantor's successors, representatives, heirs or assigns within 30 days of the final payment.. A lien is expressly retained on the land herein conveyed until payment is made in full.

Now under the terms as set forth above, I , **THOMAS H. DYE, "GRANTOR,"** have this day bargained and sold, and hereby transfer and convey unto the said **ROY CLAYBORNE FAIRCLOTH, JR. AND WIFE, CANDACE LYNN FAIRCLOTH, as tenants by the entirety, "GRANTEES,"** and their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

SEE EXHIBIT "A"

This is improved property know as 2578 Pulley Road, Nashville, Tennessee.

This instrument is made subject to all applicable local government, planning, building, and zoning regulations.

The described property and any improvements located thereon are sold in "As Is" condition.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their successors, representatives, heirs and assigns forever. GRANTOR does covenant with the said GRANTEES that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except as appears of public record. GRANTOR further covenants and binds himself, his heirs and representatives to warrant and forever defend the title to the said land to the GRANTEES, their successors, representatives, heirs and assigns, against the lawful claims of all persons, whomsoever.

We, the said Roy Clayborne Faircloth, Jr. and wife, Candace Lynn Faircloth, do hereby agree to keep the house which is located on the property at the date of this deed insured by some reliable fire insurance company until the promissory note is paid in full. If there is a loss on any building erected prior to the date of this deed, said loss is to be made payable on the policy or policies to said Grantees, not to the Grantor.

We further agree to keep the house on said property in good repair and preservation during the period of time in which we still owe a balance on our promissory note. We also agree to pay all taxes and assessments thereon, and to pay them when due. In case we fail to do either, then Thomas H. Dye, the holder of said note, may treat the sum or sums so expended as part of the indebtedness secured therein.

If we, Roy Clayborne Faircloth, Jr. and wife, Candace Lynn Faircloth, fail to pay our promissory note in full, promptly as set forth in the terms of the promissory note and installment deed, and fail to pay taxes, fail to keep up repairs, and fail to insure the property as herein provided, then the remaining unpaid balance on said promissory note shall become due and payable within 90 days of written notice, said notice to be given by certified mailed. After receipt of the certified letter, Grantees have 90 days to pay all back payments in order to become current on said balance owed, at which time the Grantees may continue to make payments as set forth in the terms of the promissory note and installment deed. If the Grantees fail to pay all back payments within the 90 days, then it is at the discretion of the Grantor to avail himself to any legal remedies. Grantor may also enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver or trustee and at such

time, Grantor may keep all money already paid to him and said money will be considered rent paid by the Grantees. Upon possession of Property, Grantor will give Grantees thirty days to leave said property.

Every right and remedy provided in this Installment Deed is distinct from and cumulative to every other right or remedy under this Installment Deed or afforded by law or equity. Every such right or remedy may be exercised concurrently, independently, or successively. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Grantor and Grantees.

Grantor and Grantees whenever used herein shall include all individuals and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them , and the pronouns used herein shall include, when appropriate, either gender and both singular and plural.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Nashville, Davidson County, Tennessee, this 29th day of April, 2001.

Roy Claiborne Faircloth, Jr.

Roy Claiborne Faircloth, Jr.

Candace Lynn Faircloth

Candace Lynn Faircloth

Thomas H. Dye

Thomas H. Dye

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Thomas H. Dye, Roy Claiborne Faircloth, Jr. and wife, Candace Lynn Faircloth with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal this 29th day of April, 2001.

Notary Public

My Commission Expires: January 29th 2005

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property, whichever is greater, is $65,000.00.

Affiant

Sworn to and subscribed before me this 29th day of April, 2001.

Notary Public

My Commission Expires: January 29th 2005

THIS INSTRUMENT WAS PREPARED BY:
Jan Muller, Attorney at Law
2621 Pulley Road
Nashville, Tennessee 37214
BPR#: 013022

NO TITLE SEARCH WAS PERFORMED AND ALL INFORMATION ON THIS DEED WAS PROVIDED BY THE PARTIES HEREIN TO THIS DEED.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 60,000.00 .

EXHIBIT A

A tract of land situated in the 3rd, formerly 2nd, Civil District of Davidson County, Tennessee, described as follows:

Beginning in the center of Pulley Road on an iron pin at Isam Pulley's southeast corner; thencewith the center of said road south 82 1/2 degrees east 22 poles; thence south 67 3/4 degrees east 43.2 poles to an old stone where said road makes an elbow turn; thence with J.W. Campbell's west line north 2 1/2 degrees east 50 poles to a mound in Margaret Worrell's southerly line; thence with her line north 43 degrees west 62 poles to a stake and north 87 1/2 degrees west 6 poles to Isam Pulley's northeast corner; thence with said Pulley's east line south 11 1/2 degrees east 77.7 poles to the beginning containing 23.49 acres, according to a survey made by Erle Drake, county surveyor for Davidson County, Tennessee on July 24, 1926. THIS LEGAL DESCRIPTION WAS TAKEN FROM THE PRIOR DEED OF RECORD.

Being the same propery conveyed to Thomas Hardy Dye and wife, Nannie P. Goodwin Dye by deed from Fort B. Notgrass and wife, Josephine Notgrass and from C.B. Notgrass, Jr. and wife, Sophie E. Notgrass of record in Book 1286, page 230, said Register's Office for Davidson County, Tennessee. The said Nannie P. Goodwin Dye is deceased.

INCLUDED BUT EXCLUDED FROM THE ABOVE DESCRIBED PROPERTY ARE THE FOLLOWING FIVE CONVEYANCES:

1) Land in the 3rd, formerly the 2nd, Civil District of said Davidson County, Tennessee described according to a survey made by George W. Watkins, Surveyor, November 29, 1949, as follows: Beginning at a point in the center of Pulley Road at the intersection of the center line of said Pulley Road and the eastern boundary line of the tract of land conveyed to H. Richardson; thence with the center of said Pulley Road, south 82 degrees 30 feet east 212 feet to an iron pin; thence north 11 degrees 30 feet east 1,197 feet to an iron pin; thence north 43 degrees west 135 feet to a point; thence south 87 degrees 30 feet west 99 feet to a point in the eastern boundary line of said Richardson property; thence with the eastern boundary line of said Richardson property south 11 degrees 30 feet west 1,267 feet to the beginning, containing 6 acres more or less.

Being the property conveyed to Hodge Richardson and wife, Eddine Pulley Richardson by deed from Thomas H. Dye and wife, Nannie P. Goodwin Dye of record in Book 1785, Page 139, Registers Office for Davidson County, Tennessee.

2) Land in Davidson County, Tennessee described as follows: A strip of land beginning at Survey Station 15 + 60 and continuing to Survey Station 23 + 91 (including the equation 16 + 95.05 L.B. equals 17+ 07.0 L.A.) having an average width of 9 feet and extending 25 feet on the right of the survey center line. Length 819 feet. Acreage 0.17.

Being the property conveyed to Davidson County, Tennessee by Right of Way deed from Thomas H. Dye and wife, Nannie P. Goodwin Dye of record in Book 2158, Page 274, Registers Office for Davidson County, Tennessee.

3) Land in the 3rd, formerly the 2nd, Civil District of Davidson County, Tennessee, described according to a survey made by James A. Hamilton, Jr.,

Surveyor, April 6, 1957, as follows: Beginning at a point in the center of Pulley Road at the southeast corner of the property conveyed to Hodge Richardson and wife, by Thomas Hardy Dye and wife by deed of record in Book 1785, Page 139, Registers Office for said County; thence with the center of said Road south 82 degrees 30 feet east 151 feet and south 67 degrees 45 feet east 60.43 feet; thence north 11 degrees 30 feet east 1,052.68 feet to an iron pin in an old fence line; thence with said fence north 43 degrees west 257.95 feet to Richardsons northeast corner; thence with the eastern boundary line of said Richardsons property south 11 degrees 30 feet west 1,201.64 feet to the beginning containing 5.41 acres, more or less.

Being the property conveyed to Andrew H. Turbeville and wife, Betty Sue Dye Turbeville by deed from Thomas H. Dye and wife, Nannie P. Goodwin Dye of record in Book 2701, Page 13, Registers Office for Davidson County, Tennessee.

4) Land in the 3rd Civil District of Davidson County, Tennessee described according to a copy of a survey made by William Thaxton Boner, Surveyor on March 22, 1966, as follows: Beginning at a spike in the center line of Pulley Road at a common corner with Andrew H. Turbeville property; thence with the property line of said Andrew H. Turberville north 15 degrees 30 feet east, 1,049 feet to an iron stake in fence line; thence south 38 degrees 06 feet east, 180.4 feet to an iron stake; thence south 15 degrees 30 feet west, 973 feet to a spike in a center line of said Pulley Road; thence with said center line of said Pulley Road, north 62 degrees 23 feet east, 148.2 feet to the point of beginning, containing 3.37 acres, more or less.

Being the property conveyed to Jerry H. Milan and wife, Marie Milan by deed from Thomas H. Dye and wife, Nannie P. Goodwin Dye of record in Book 4020, Page 358, Registers Office for Davidson County, Tennessee.

5) Land in the 2nd Civil District of Davidson County, Tennessee, according to a survey prepared by R.L. Montoya Land Surveying, Inc. dated October 16, 1996, is more particularly described as follows: Beginning at an iron rod in the northerly margin of Pulley Road said rod being 1,763 feet +/- west of the center of Pleasant Hill Road, and also being the southeast corner for this hereon described tract of land; thence with said margin and a curve to the left having a delta of 00 degrees 43 minutes 12 seconds, a radius of 6,768.13 feet, a tangent of 42.52 feet, a length of 85.04 feet, and a chord of south 87 degrees 50 minutes 08 seconds west 85.04 feet to the southwest corner of this tract also being the original tract line of Parcel 169 and Parcel 25; thence running with said original line north 14 degrees 44 minutes 00 seconds west 944.32 feet to a point, said point being the northwest corner for this tract; thence running with an existing fence line south 68 degrees 35 minutes 53 seconds east 102.32 feet to an iron rod, thence, south 14 degrees, 44 minutes 00 seconds east 901.99 feet to the point of beginning, containing 1.76 acres, more or less.

Being the same property conveyed to Jerry H. Milan and wife, Marie Milan by deed from Thomas Hardy Dye of record in Book 10291, Page 780, Register Office for Davidson County, Tennessee. The said Nannie P. Goodwin Dye deceased.