THIS INSTRUMENT PREPARED BY:
HAYNES & FREEMAN, Attorneys
P. O. Box 527
140 North Main Street
Goodlettsville, Tennessee 37070

Davidson County DEEDINST
Recvd: 11/15/02 15:02 5pgs
Fees:28.00 Taxes:152.90
20021115-0142148

INSTALLMENT DEED

Address New Owners	Send Tax Bills To:	Map-Parcel
David E. Grisham 1224 Bubbling Well Road Nashville, Tennessee 37115	Same	Map--47 Parcel-33

FOR AND IN CONSIDERATION of the sum of *Thirty Two Thousand and 00/100 ($32,000.00) Dollars,* ***DAVID E. GRISHAM*** has executed a note of even date herewith for the principal sum of *Seventeen Thousand and 00/100 ($17,000.00) Dollars* to ***LOYD POTTS AND WIFE JANIE POTTS***, payable in monthly installments of principal and interest in the amount of $197.38 which is calculated at an interest rate of *SEVEN (7.0) PERCENT* simple interest, payable on the first day of each month beginning December 1, 2002 with the final installment of $196.67 being paid on November 1, 2012. ***LOYD POTTS AND WIFE JANIE POTTS***, have this day bargained and sold, and do hereby transfer and convey unto ***DAVID GRISHAM***, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, bounded on the north by the southerly margin of Sulphur Creek Road, bounded on the east by the Charles S. Riddle, III, property as of record in Instrument No. 200110030107582-R.O.D.C., TN, bounded on the south by the James Biggs property as of record in Deed Book 6824, Page 629-R.O.D.C., TN and on the west by the H. J. Winfrey property as of record in Deed Book 1733, Page 607-R.O.D.C., TN, and being more particularly described as follows:

Beginning at an existing iron pin, said pin being in the southerly margin of Sulphur Creek Road and being the most northwesterly corner of the Charles S. Riddle III, property as of record in Instrument No. 20110030107582-R.O.D.C., TN;

Thence, a common line with the Charles S. Riddle, III, property as of record in Instrument No. 200110030107582-R.O.D.C., TN, south 80 degrees 13 minutes 06 seconds east, 188.50 feet to an existing concrete monument;

Thence, continuing with said property, south 3 degrees 38 minutes 33 seconds east, 519.57 feet to an existing concrete monument;

Thence, a common line with the James Biggs property as of record in Deed Book 6824, Page 629-R.O.D.C., TN, north 89 degrees 38 minutes 33 seconds west, 390.59 feet to an existing cedar fence post;

Thence, a common line with the H. J. Winfrey property as of record in Deed Book 1733, Page 607-R.O.D.C., TN, north 61 degrees 11 minutes 00 seconds west, 467.02 feet to an iron pin (set);

Thence, with the southerly margin of Sulphur Creek Road, north

61 degrees 56 minutes 06 seconds east, 128.23 feet to an iron pin (set), and the beginning of a curve to the right;

Thence, with said curve, having a central angle of 3 degrees 21 minutes 00 seconds, a radius of 2,467.00 feet, a length of 144.24 feet, and a chord bearing and distance of north 63 degrees 36 minutes 36 seconds east, 144.22 feet to an iron pin (set);

Thence, north 65 degrees 17 minutes 06 seconds east, 10.81 feet to an iron pin (set), and the beginning of a curve to the left;

Thence, with said curve, having a central angle of 7 degrees 53 minutes 58 seconds, a radius of 2,100.00 feet, a length of 289.53 feet, and a chord bearing and distance of north 61 degrees 20 minutes 07 seconds east, 289.30 feet to an iron pin (set), and the beginning of a curve to the left;

Thence, with said curve, having a central angle of 03 degrees 57 minutes 04 seconds, a radius of 1,351.27 feet, a length of 93.18 feet, and a chord bearing and distance of north 53 degrees 36 minutes 30 seconds east, 93.16 feet to the point of beginning.

Containing 280,708 square feet or 6.444 acres, more or less pursuant to a survey prepared by Thornton & Associates dated November 7, 2002.

Being the same property conveyed to LOYD F. POTTS AND WIFE JANIE CAROL POTTS, by deed from ROBERT F. SPANN, TRUSTEE of record in Book 5071, Page 895, in the Register's Office for Davidson County, Tennessee.

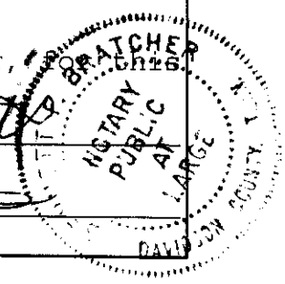
Maximum principal indebtedness for Tennessee recording tax purposes is $32,000.00.

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater, for this transfer is $32,000.00.
Subscribed and sworn to before me,
this 12 day of November, 2002.
My Commission Expires: _____
(Affix Seal)

x Loyd F Potts
Affiant

x _____
Notary Public



TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his successors, 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, except as noted herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his 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 indebtedness; rendering

unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof as they mature, as hereinafter provided, and for the consideration of *One Dollar ($1.00)* paid in cash, receipt of which is acknowledged, the said ***DAVID E. GRISHAM***, hereinafter referred to as Trustor, hereby transfer and convey unto Ben Bratcher, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies, for the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said Trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the Trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustor upon demand of the Trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said Trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear seven and one-half (7-12%) percent interest from the date of payment and shall become a part of the indebtedness secured hereby.

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But, if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due as herein provided, Trustors fail to reimburse the Trustee, or lawful owner and holder of said indebtedness for all sums with interest so expended by said Trustee or lawful owner and holder of said indebtedness within thirty (30) days from the 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness and installments thereof 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 (3) publications in any newspaper, daily or weekly, published in Dickson 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 trust conveyance. The Trustee may, at any time after default in the

payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 Trustor, its order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid, note or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Robertson County, Tennessee, and the title herein conveyed to the above-named Trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

WITNESS my hand on this the 12th day of November, 2002.

David E. Grisham — *DAVID E. GRISHAM*

Loyd Potts — *LOYD POTTS*

Janie Potts — Janie Potts

~~*JANIE POTTS*~~

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Bennett F. Bratcher, ***DAVID E. GRISHAM AND LOYD POTTS AND WIFE JANIE POTTS***, the within named 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 Goodlettsville, Tennessee, on this the 12th day of November, 2002.

NOTARY PUBLIC

My Commission Expires: 5/28/06

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.