This document was prepared by:
Valda Martz
103 Kennett Rd.
Old Hickory, TN 37138

Installment Deed

PICK-UP

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Valda Martz		33-151
(NAME:) 103 Kennett Road	(NAME:) SAME	
(STREET ADDRESS OR ROUTE NUMBER) Old Hickory, TN 37138	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty Two Thousand Dollars ($182,000) *Dollars,*

of which Ten Dollars ($10.00) and Other Valuable Considerations *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Eighty One Thousand Nine Hundred Ninety ($181,990.00) *Dollars,*

Valda Martz *has executed* heretofore a purchase contract with Grantor herein stipulating the payment in cash the amount of One Hundred Eighty Two Thousand Dollars ($182,000.00) on or before July 31, 2003; and/or upon payment of Twenty Five Thousand Dollars ($25,000.00) on July 31, 2003 Grantor herein agreed to extend the closing date until September 30, 2003.

Therefore, Valda Martz hereby acknowledges the full amount of indebtedness herein to be the sum total of the said $182,000.00 and hereby promises to pay to the order of Ismael Gomez the said sum in full on or before September 30, 2003, plus any and all costs in the event collection of said debt herein shall be necessary, including as the following so states

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

Ismael Gomez

have this day bargained and sold, and do hereby transfer and convey unto the said

Valda Martz, her

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Davidson County DEEDINST
Recvd: 05/15/03 14:18 5pgs
Fees:28.00 Taxes:880.40
20030515-0066678

Description is attached hereto as Exhibit 1

JOYCE S. KAHN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 182,000.00

Subscribed and sworn to before me, this the 13th day of May xx 2003

Valda Martz
Affiant

My commission expires: 1-27-2007
(Affix Seal)

Joyce S. Kahn
Notary Public

unimproved (x)
This is improved ( ) property, known as 18.13 acres on Dry Creek Road - Map 33 parcel 151
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ismael Gomez, his *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

With the exception of a lien in the amount of($96,000.00)Ninety Six Thousand Dollars more or less payable to Sam Tinnin et al as of record in the Register's Office of Davidson County, Tennessee, of which the Grantee hereby agrees to assume as part of payment to Grantor should it be required for the conclusion of this transaction.

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Valda Martz her *(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 paid in cash, receipt of which is acknowledged, the said Ismael Gomez and Valda Martz *hereinafter referred to as trustors, hereby transfer and convey unto* John D. Shenk, *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:*

Trustors 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 the sum of $ -0- *, or at least 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.*

Trustors further agree 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 trustors 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors 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 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 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 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 Court House 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 trustors, their 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 Davidson 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 13th *day of* May xxx 2003

Ismael Gomez

Valda Martz

Valda Martz

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 183,000.00.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority *, a Notary Public in and for said County and State,* Valda Martz

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 13th *day of* May xx 2003

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 1-27-2007

AFFIDAVIT # 865

Country OF Puerto Rico

COUNTY OF Arroyo

Personally appeared before me, the undersigned authority, *a Notary Public in and for said County and State,* Ismael Gomez

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at San Juan, Puerto Rico, *this* 14th *day of* May, 2003.

Notary Public

Commission expires DOES NOT EXPIRE

VICTOR C. THOMAS SANTIAGO ABOGADO NOTARIO

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* .....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

Notary Public

Commission expires .....

INSTALLMENT DEED

FROM
Ismael Gomez

TO
Valda Martz

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

EXHIBIT – 1
DESCRIPTION

Land in Davidson County, Tennessee, located to the West of and contiguous to Tract 5 of Rivergate Acres, Limited, Section 2 according to the plat of record in Book 6250, page 206, Register's Office for Davidson County, Tennessee, and being described according to a survey by Bruce Rainey, Surveyor, No. 823, dated March 22, 1982 and revised October 19, 1984, being known as Map 33 parcel 151 on the Davidson County Tax Map and fully described as follows, to-wit:

BEGINNING at a point on the South edge of Dry Creek, being 511.50' more or less, southeasterly from the northwest corner of the property conveyed to Forest Lawn Memorial Gardens by deed of record in Deed Book 5826, page 66, Register's Office for Davidson County, Tennessee; thence, S 69 deg. 68' 45" E 34.58' to a point in the center of said creek; thence with the center of said creek the following calls: S 01 deg. 32' 51" W 93.36' to a point; thence S 33 deg. 42' 04" E 108.75' to a point; thence S 52 deg. 45' 04" E 104.35' to a point; thence S 40 deg. 46' 47" E 414.70' to a point; thence S 32 deg. 15' 06" E 221.42' to a point; S 04 deg. 36' 50" W 51.13' to a point; thence S 25 deg. 06' 12" E 68.76' to a point; S 60 deg. 41' 05" E 214.13' to a point; thence S 54 deg. 03' 08" E 41.38' to a point in the westerly margin of Interstate 65; thence leaving said Dry Creek with said margin of I-65 the following calls: S 41 deg. 59' 44" W 77.87' to a point; thence S 48 deg. 20' 13" E 50.00' to a point; thence S 41 deg. 39' 47" W 677.53' to a point in a fence; thence leaving I-65 and with a fence the following calls: N 87 deg. 07' 27" W 114.16' to a point; thence N 88 deg. 08' 33" W 307.43' to a point of a fence corner; thence N 04 deg. 05' 03" E 86.75' to a point; thence N 02 deg. 59' 52" E 177.49' to a point; thence N 02 deg. 31' 44" E 566.76' to a point; thence N 01 deg. 19' 51" W 318.16' to a point at a fence corner; thence leaving said fence N 05 deg. 59' 10" E 438.33' to the point of the beginning, containing 18.13 acres, more or less.

Being the same property conveyed to Ismael Gomez by warranty deed from Sam Tinnin and wife Glenda Tinnin and James E. Simpson, Jr. and wife Sara J. Simpson as recorded in Book 11396, page 345, Register's Office for said County.

EASEMENT: Grantor further conveys to the Grantee the 1.18-acre easement rights for ingress and egress to and from the property hereinabove described as shown on the plat of Rivergate Acres Limited Section 2 of record in Book 6250, page 206, Register's Office in Davidson County, Tennessee and more fully described in Deed Book 11396, page 347.

EASEMENT: Permanent Flowage Easement containing 175,637 square feet or 4.032 acres more or less as conveyed to Metropolitan Government of Nashville and Davidson County as more fully described in Deed Book 11396, pages 347 and 348.