THIS INSTRUMENT WAS PREPARED BY:
STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

FILE NO.: N.A.

Davidson County DEEDINST
Recvd: 06/07/04 14:18 5pgs
Fees:28.00 Taxes:679.20
20040607-0067017

ADDRESS NEW OWNER(S) AS FOLLOWS:
Shayne A. Harris and
John A. Harris
1053 Johns Road
Joelton, TN 37080

SEND TAX BILLS TO:
Same

MAP: 039-00-0
PARCEL: 018.00 and 017.00

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INSTALLMENT DEED

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FOR AND IN CONSIDERATION of the sum of **One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00)** of which **$40,000.00** 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 **F & S Properties, Inc., in the principal sum of $110,000.00, payable in 120 monthly installments of $1,453.66 each, beginning June** 27 **, 2004, with a like sum on the** 27th **day of each consecutive month thereafter, until May** 27 **, 2014, 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, **F & S Properties, Inc., formerly Lewis & Sherrill Properties, Inc., and James A. Lewis and wife, Hilda Lewis, David Sherrill and wife, Fay Sherrill, and Gail Sherrill, a widow**, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto **Shayne A. Harris and John A. Harris**, 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 in the 14th Civil District of said County, described according to a Plat by Stephen A. Draper, May 21, 1955, as follows: **BEGINNING** at a point on the southwesterly margin of Clarksville Highway in the southeast line of the property conveyed to Grady Proctor, by deed from Pat C. Garner of record in Book 2282, page 509; thence along said Highway, south 54 degrees 25' east 165.8 feet to the northwest corner of the Robert Hall property; thence with Hall's line, south 35 degrees 35' west 200 feet to a point on the northeasterly line of the Rice and Howell property; thence with their line, north 54 degrees 25' west 92 feet to a corner of the Proctor property, above mentioned; thence with Proctor's line, north 5 degrees 18' west 114.8 feet; thence north 36 degrees 23' east 113.7 feet to the beginning.

Being the same property conveyed to James A. Lewis and wife, Hilda Lewis, a one-half undivided interest; David Sherill and wife, Faye Sherill, a one-fourth undivided interest; and James Radford Sherill, Jr. and wife, Gail Sherill, a one-fourth undivided

interest, by deed from William C. Gifford, of record in Book 5738, Page 639, Register's Office for Davidson County, Tennessee. James Radford Sherill, Jr. is deceased, and the said Gail Sherill acquired his interest in said property as the surviving tenant by the entirety.

Second Tract: A tract of land in the 14th Civil District of Davidson County, Tennessee, described according to a copy of a survey made by Stephen A. Draper, Surveyor, dated May 8, 1954, as follows: **BEGINNING** at a point in the centerline of State Highway No. 112 at the most easterly corner of the property conveyed to Grady Proctor by Deed of record in Book 2282, page 509, thence along Proctor's southeasterly line, South 36 degrees 23' West 148.7 feet to a point; thence North 54 degrees 25' West 55 feet to a point; thence North 36 degrees 23' East 148.7 feet to a point in the centerline of State Highway No. 112; thence with the centerline of the same South 54 degrees 25' East 55 feet to the point of beginning.

Being the same property conveyed to Lewis & Sherrill Properties, Inc. by deed from James A. Lewis, David F. Sherrill and J. R. Sherrill, Jr., of record in Book 5745, Page 399, Register's Office for Davidson County, Tennessee.

This is the same description as in the previous deed of record.

David Sherill, David F. Sherrill, and David Sherrill being one and the same person.
Faye Sherill and Fay Sherrill being one and the same person.

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 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 **William G. Wilkinson, Trustee, Attorney at Law, 106 Frey Street, Post Office Box 125, 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 $insub 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 death, absence, or 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 $110,000.00.

IN WITNESS WHEREOF, we, the said Grantors and Grantees, have hereunto set our hands this the 27 day of May, 2004.

F & S Properties, Inc.

By: _____
Fay Sherrill, President

_____
David Sherrill

_____
Fay Sherrill

_____
James A. Lewis

_____
Hilda Lewis

_____
Gail Sherrill

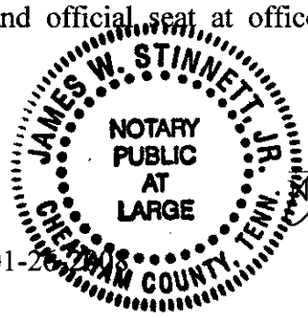
_____
Shayne A. Harris

_____
John A. Harris

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **Fay Sherrill**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon her oath, acknowledged herself to be the **President** of **F & S Properties, Inc.**, the within named bargainor, a corporation, and that she as such **President**, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by the said **Fay Sherrill** as such **President**.

Witness my hand and official seat at office at Ashland City, Tennessee, on this the 27th day of May, 2004.



James W. Stinnett, Jr.
Notary Public

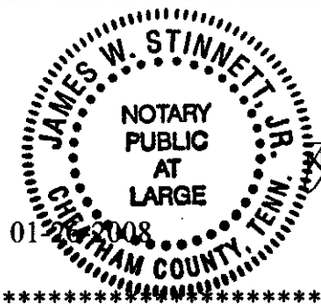
My Commission Expires: 01-26-2008

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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 **James A. Lewis, Hilda Lewis, David Sherrill, Fay Sherrill, and Gail Sherrill**, the bargainors, with whom I am personally acquainted (or proved to be 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 27th day of May, 2004.



James W. Stinnett, Jr.
Notary Public

My Commission Expires: 01-26-2008

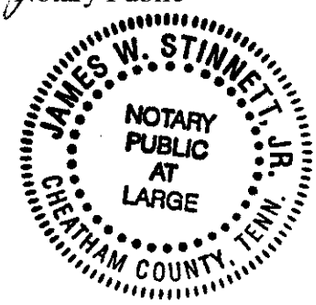
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STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Shayne A. Harris and John A. Harris**, 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 27th day of May, 2004.

James W. Stinnett, Jr.
Notary Public



My Commission Expires: 01-26-2008

STATE OF TENNESSEE
COUNTY OF CHEATHAM

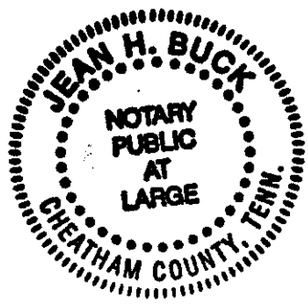
The actual consideration or value, whichever is greater, for this transfer is **$150,000.00**.

James W. Stennett, Jr.
Affiant

Subscribed and sworn to before me, this 27th day of May, 2004.

Jean H. Buck
Notary Public

My Commission Expires: 01-26-2008



jb:Harris deed