Davidson County DEEDINST
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20041104-0133163

INSTALLMENT DEED

This document prepared by Jon L. Setzer, Attorney-At-Law, 95 White Bridge Road, Cavalier Bldg., Suite 505, Nashville, Tennessee 37205

Maximum principal indebtedness for Tennessee recording tax purposes is $110,000.00

FROM: Evelyn R. Carpenter, Trustee, U/A/D, November 22, 1993, Grantor

TO: Matthew David Lackey, Grantee

MAP AND PARCEL NUMBERS: 146-4/173

ADDRESS OF TAXPAYER: 754 Baxter Lane, Brentwood TN 37027

SEND TAX BILLS TO: Matthew David Lackey, 4810 Magnolia Place, Nashville TN 37211

STATE OF TENNESSEE
COUNTY OF DAVIDSON

This actual consideration or value, whichever is greater, for this transfer is $ 110,000.00.

Matthew Lackey
Affiant

Subscribed and sworn to before me, on this 2nd day of November, 2004.

Notary Public: Mary Ann Young

01-28-06
My Commission Expires:

For and in consideration of the sum of One Hundred Ten Thousand Dollars ($110,000) and execution of a certain Promissory Note by the Grantee, and to secure the payment of a certain Promissory Note executed by the Grantee in favor of the Grantor, including all principal and interest a **lien is expressly retained on the property herein conveyed** and the Grantor, Evelyn R. Carpenter, hereby transfers and conveys to Matthew David Lackey, herein called Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Being Lot No. 7A on the plan of Zone Lot Division Lots 1,4,6 & 7 Magnolia Hall of record in Book 5800, Page 197 as amended in Book 6250, Page 32, Register's Office for said County, and to which plan reference is hereby made for a more complete and accurate description thereof.

Being the same property conveyed to Evelyn R. Carpenter, Trustee U/A/D November 22, 1993, by deed of record in Book 9200, Page 474, Register's Office for Davidson County, Tennessee.

This improved property is known as 4810 Magnolia Place, Nashville Tennessee 37211.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, their heirs and assigns. The Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

AND NOW, for the purpose of better and more effectually securing the payment of that certain lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes as they mature, as hereinafter provided, I, the said Grantee herein do hereby transfer and convey unto Jon L. Setzer., Attorney, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. Now, if I, the said Grantee, shall pay the note aforesaid when due, according to its 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 I 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; I 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 effect, 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 giving thirty 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, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. I agree that the Trustee, may at any time, 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. I 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 regard to 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 sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to the Grantee herein, his heirs, 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 lien 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 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 this Trusteeship.

IN WITNESS WHEREOF, we, the said Grantor and Grantee, have hereunto set our hands this the 2nd day of November 2004.

Evelyn R. Carpenter

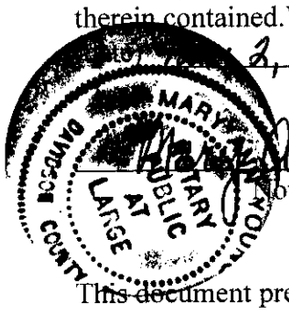
GRANTOR: EVELYN R. CARPENTER, Trustee

Matthew D. Lackey

GRANTEE: MATTHEW DAVID LACKEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Mary Ann Young, a Notary Public in and for said County and State, the within named Evelyn R. Carpenter and Matthew David Lackey, 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 Nashville, Tennessee, on [illegible] 2, 2004.



Mary Ann Young
Notary Public

My Commission Expires: 01-28-06

This document prepared by:
Jon L. Setzer
Attorney-At-Law
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95 White Bridge Road
Nashville, Tennessee 37205