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

Davidson County DEEDINST
Recvd: 07/31/06 09:07 9 pgs
Fees:48.00 Taxes:749.45
20060731-0091925

INSTALLMENT DEED

Address New Owners	Send Tax Bills To:	Map-Parcel
Micah B. Evilcizer and Amanda C. Evilcizer 7189 Bidwell Road Joelton, Tennessee 37080	Same	Map-14 Parcel-46.11

FOR AND IN CONSIDERATION of the sum of *ONE HUNDRED FIFTY FIVE THOUSAND AND 00/100 ($155,000.00) Dollars,* ***MICAH B. EVILCIZER AND WIFE AMANDA C. EVILCIZER*** have executed a note of even date herewith for the principal sum of *One Hundred Fifty Five Thouand and 00/100 ($155,000.00) Dollars* to ***CHARLES W. EVILCIZER,*** payable in monthly installments of interest only in the amount of $548.96 which is calculated at an interest rate of *FOUR AND ONE QUARTER (4.25) PERCENT* simple interest, payable on the first day of each month beginning September 1, 2006 with the final installment of the balance of principal and interest being paid on August 1, 2008. ***CHARLES W. EVILCIZER,*** has this day bargained and sold, and do hereby transfer and convey unto ***MICAH B. EVILCIZER AND WIFE AMANDA C. EVILCIZER,*** their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being a parcel of land in the 14th Civil District of Nashville, Davidson County, Tennessee, described according to a survey made by D. E. Bener & E. Medlin, Surveyors, April 12, 1963, as follows: Beginning at a point on the westerly margin of Bidwell Road North 2 deg. 30' East 2200 feet from the northwest corner of said Road and Old Clarksville Pike; thence with the westerly margin of said Road, North 2 deg. 30' East 150 feet; thence North 87 deg. 30' West 791.04 feet; thence South 2 deg. 29' West 150 feet; thence south 87 deg. 30' East 791 feet to the beginning, containing 2.72 acres, more or less.

Included in the above description but expressly excluded from this conveyance is a tract of land in the 14th Civil District of

Davidson County, Tennessee conveyed to the State of Tennessee by Judgment of record in book 4620, Page 362, Register's Office for Davidson County, Tennessee, described as follows, to wit:

Beginning at a point in the West margin of Bidwell Road said point being James W. Harris' Southeast corner; thence with said margin South 6 deg. 53 min. West 150 feet to Oliver Walker's Northeast corner; thence with Walker's north boundary line, North 83 deg. 07 min. West 15 feet; thence North 6 deg. 53 min. East 150 feet to Young's south boundary line; thence with said boundary line South 83 deg. 07 min. East 15 feet to the point of beginning and containing 2.250 square feet.

Being the same property conveyed to Charles W. Evilcizer, married by Warranty Deed from Barbara Ann Young, unmarried of Record as instrument number 20060705-0080341 in the Register's Office for Davidson County, Tennessee.

Maximum principal indebtedness for Tennessee recording tax purposes is $155,000.00.

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater, for this transfer is $155,000.00

Subscribed and sworn to before me this 22nd day of June, 2006

My Commission Expires: 5-22-2006

(Affix Seal)

Charles W. Evilcizer
Affiant

Notary Public

NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN. M.F. BRATCHER

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

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their 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 ***MICAH B. EVILCIZER AND WIFE AMANDA C. EVILCIZER***, hereinafter referred to as Trustors, hereby transfer and convey unto Bennett F. Bratcher of the law office of Haynes & Freeman, 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 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 shall deposit on a monthly basis, along with the monthly payment to the Grantor, Creditor, the sum of $45.00 which shall be used to pay annual insurance premiums on the property and that said payments shall be paid on the first day of each month beginning September 1, 2006 and shall continue until said indebtedness is paid in full.

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 seven and one-half (7-12%) percent interest from the date of payment and shall become a part of the indebtedness secured hereby. Trustors shall pay on a monthly basis, along with their regular payment to the Grantor/Creditor, the sum of $207.46 which shall be used to pay the property taxes assessed by the taxing authority for Davidson

County, Tennessee for 2006 and that said payments shall be made on the first day of each month beginning September 1, 2006 and shall continue until the indebtedness is paid in full. Beginning on January 1, 2007, said payments to be used to pay property taxes shall may be adjusted based on new tax rates or other considerations.

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 (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 22 day of July, 2006.

Charles W. Evilcizer
CHARLES W. EVILCIZER

MICAH B. EVILCIZER

Amanda C. Evilcizer
AMANDA C. EVILCIZER

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, ***CHARLES W. EVILCIZER, MICAH B. EVILCIZER AND AMANDA C. EVILCIZER*** 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 22nd day of July, 2006.

NOTARY PUBLIC

My Commission Expires: 5-22-10

BENNETT F. BRATCHER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY TENN.

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.

Exhibit A

INSTALLMENT DEED NOTE

$155,000.00

Nashville, Tennessee

July 22, 2006

FOR VALUE RECEIVED the undersigned, **MICAH B. EVILCIZER AND AMANDA C. EVILCIZER**, promise to pay to the order of **CHARLES W. EVILCIZER** the principal sum of *ONE HUNDRED FIFTY FIVE THOUSAND AND 00/100 ($155,000.00) DOLLARS*, payable in installments as follows:

24 monthly installments of interest only beginning on September 1, 2006 in the amount of $548.96 with subsequent monthly payments due and payable on the first day of each month with a final payment of all remaining principal and interest due and payable on August 1, 2008. These monthly payments have been calculated using an interest rate of four and one quarter (4.25) percent.

In addition to the 24 monthly interest payments, debtors agree to pay simultaneously with said interest payments on a monthly basis, $136.43 which represents the monthly amount of property taxes owed based on an annual tax assessment of $1,637.21. Said payments of $~~207.46~~ 136.43 shall be payable on the first day of each month, beginning September 1, 2006 until said indebtedness is paid in full. Parties reserve the right to adjust the amount of payments for taxes by separate agreement based on tax rates and other considerations.

Debtors shall also pay simultaneously with said interest payments and tax payments, $45.00 which represents the monthly amount of insurance on the property and the improvements thereto based on an annual premium of $540.00. Said payments of $45.00 shall be payable on the first day of each month beginning September 1, 2006 until said indebtedness is paid in full. Parties reserve the right to adjust the amount of payments for insurance based on insurance rates and other considerations.

This leads to a total monthly payment beginning September 1, 2006 in the amount of $801.42. ME AE At the end of the two year period or for so long as payments are being made pursuant to this Note, all interest paid will be refunded to Micah Evilcizer and Amanda Evilcizer plus any and all interest accrued on these payments.

All installments of both principal and interest due on this Note are payable in Nashville, Tennessee, at par in lawful money of the United States of America, at a place designated by the holder. If said monthly payments are not received by the holder of this Note by the fifth (5^{th}) day of the month in which it is due, a late charge of five (5) percent of the monthly payment shall be due and payable; said late charges shall accrue each month until paid. Late charges may be waived at the express option of the holder of the Note.

This Note is secured by an Installment Deed of even date duly recorded in the Register's Office of Davidson County, Tennessee, made by Micah B. Evilcizer and Amanda C. Evilcizer, to Bennett Bratcher, Trustee, conveying a tract of land and improvements located at 7189 Bidwell Road, Joelton, Davidson County, Tennessee, being more fully described in the aforesaid

Installment Deed.

Demand, notice, and protest are expressly waived and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice and, in the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

Dated this 7/22/ day of July, 2006

Micah B. Evilcizer

Amanda E. Evilcizer

Privilege is reserved of paying any number of said payments or this Notice may be paid in full on any paying date.