This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
3829 Cleghorn Ave., Nashville, Tenn.

Installment Deed

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TTC-

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr/Mrs James L.Fullerton	New owners	104-15-296
(NAME:)	(NAME:)	F. B. 24W-
2706 Westwood Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	10805
Nashville, Tennessee 37212 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND * ($15,000.00) Dollars, of which THREE THOUSAND * ($3,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND * ($12,000.00) Dollars,

JAMES L. FULLERTON and wife, NANCY H. FULLERTON have executed their joint and several promissory note, of even date herewith, in the principal sum of $12,000.00, payable to the order of C. Aubrey Hearn and wife, Florence C.Hearn in monthly installments of $139.34, to be applied first to interest at 7% per annum and then to the reduction of principal, beginning March 7, 1972, and continuing on the same day of each succeeding month until the total of principal and interest is paid,

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, we, C. AUBREY HEARN and wife, FLORENCE C. HEARN have this day bargained and sold, and do hereby transfer and convey unto the said JAMES L. FULLERTON and wife, NANCY H. FULLERTON, their (XXXXXXX) heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the westerly 50 feet of the southerly one-half of Lot No. 35 on the Plan of Belair, as of record in Book 332, page 6, Register's Office for said County.

Said part of Lot No. 35 fronts 50 feet on the northerly side of Westwood Avenue, and runs back between parallel lines, 192 feet to a dead line.

Being the same property conveyed to C. Aubrey Hearn and wife, Florence C. Hearn, by deed from Carey H. Skinner, a widow, as of record in Book 3673, page 414, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 15,000.00

Subscribed and sworn to before me, this the 7th day of February, 19 72

James L. Fullerton
Affiant

My commission expires: May 25, 1975.
(Affix Seal)

Helen R. Scott
Notary Public

This is (unimproved ( ) improved (XX) property, known as 2706 Westwood Avenue, Nashville, Tennessee 37212 (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 JAMES L. FULLERTON and wife, NANCY H. FULLERTON, their (XXXXXXX), 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, except as shown above and 1972 taxes, which have been prorated and assumed by the Buyers. we further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES L. FULLERTON AND WIFE, NANCY H. FULLERTON, their (XXXXXXX), 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 JAMES L. FULLERTON AND WIFE, NANCY H. FULLERTON hereinafter referred to as trustors, hereby transfer and convey unto REAU E. FOLK, JR., 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 $, 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 Registers 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.

Witness our *hand* S *this* 7th *day of* February, *19* 72 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Florence C. Hearn
Florence C. Hearn

C. Aubrey Hearn
C. Aubrey Hearn

James L. Fullerton
James L. Fullerton

Nancy H. Fullerton
Nancy H. Fullerton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Helen D. Scott, *a Notary Public in and for said County and State,* C. Aubrey Hearn and wife, Florence C. Hearn and James L. Fullerton and wife, Nancy H. Fullerton

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

Witness my hand and official seal at Nashville, *Tennessee, this* 7th *day of* February, *19* 72

Helen D. Scott *Notary Public*

Commission expires May 25, 1975

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.*

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

.....*Notary Public*

Commission expires .....

FEB 14 72 CONV 15,000.00
FEB 14 72 MORT'G 12,000.00
FEB 14 72 TAX A* 39.00
FEB 14 72 S'TAX A* 10.00
FEB 14 72 PR'FEE A* .50
FEB 14 72 W'DEED A* 4.00 * 53.50

INSTALLMENT DEED

FROM

C. AUBREY HEARN AND WIFE

TO

JAMES L. FULLERTON AND WIFE

B 4 8 3 1 0

IDENTIF. REFERENCE

FEB 14 8 43 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

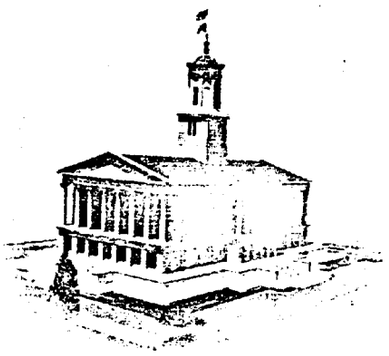
Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

File: Rau Jack

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State of Tennessee



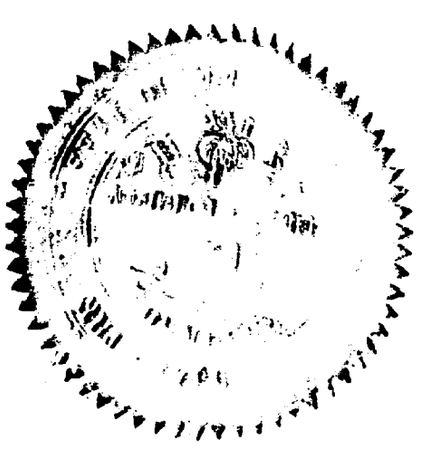
Department of State

CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of MANAGEMENT RECRUITERS OF NASHVILLE, INC. *(Name of Corporation)* ***was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.***

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on FEBRUARY SECOND, *19* 72.

Secretary of State



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STATEMENT OF INTENT TO DISSOLVE

MANAGEMENT RECRUITERS OF NASHVILLE, INC.

BY WRITTEN CONSENT

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-1002 of the Tennessee General Corporation Act, the undersigned corporation submits the following statement of intent to dissolve upon written consent of all of its shareholders or members.

1. The name of the corporation is Management Recruiters of Nashville, Inc.

2. The name and addresses of its officers are:

Edward M. Wrenn, Jr., Chairman of the Board	251 South Bellevue, Memphis, Tennessee
Robert M. Signor, President	2278 Shadowdale, Houston, Texas 77043
L. C. McConnell, Vice President and Secretary	Blackiston Cove, Coro Lake, Memphis, Tennessee

3. The name and addresses of its directors are:

Edward M. Wrenn, Jr.	251 South Bellevue, Memphis, Tennessee
Robert M. Signor	2278 Shadowdale, Houston, Texas 77043
L. C. McConnell	Blackiston Cove, Coro Lake, Memphis, Tennessee

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4. A written consent to the dissolution of the corporation signed by all of its shareholders or members, or signed in their name by their duly authorized attorney in fact, on October 18, 1971, is attached.

Dated October 18, 1971.

MANAGEMENT RECRUITERS OF NASHVILLE, INC.

BY: L. C. McConnell

L. C. McConnell
Vice President and Secretary

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WRITTEN CONSENT TO DISSOLUTION OF

MANAGEMENT RECRUITERS OF NASHVILLE, INC.

We, the undersigned, being all of the shareholders or members entitled to vote, do hereby give our written consent to the dissolution of Management Recruiters of Nashville, Inc., a corporation organized and existing under the laws of the State of Tennessee, upon the terms and conditions of the plan of complete liquidation adopted by the Board of Directors in a meeting duly convened and held on October 18, 1971:

Dated October 18, 1971.

L. C. McConnell
Attorney in Fact for American
Employment Systems, Inc.

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POWER OF ATTORNEY

Know all men by these presents that AMERICAN EMPLOYMENT SYSTEMS, INC., a corporation organized under the laws of the State of Delaware, with its principal offices at 251 South Bellevue, Memphis, Tennessee, has made, constituted and appointed, and by these presents does make, constitute and appoint L. C. McCONNELL of Memphis, Shelby County, Tennessee, its true and lawful attorney in fact for it and in its name and stead to do and perform the following matters and things:

To vote for and on behalf of this corporation, all of the common capital stock owned by the corporation in a certain corporation known as Management Recruiters of Nashville, Inc., a Tennessee corporation, hereby ratifying and confirming all things done and performed by its said attorney in fact, within the power and authority herein given him, as fully as if done and performed in its name by its proper corporate officers.

In testimony whereof, said American Employment Systems, Inc., has caused this power of attorney to be executed in its corporate name by its President, and attested by its Secretary and its Board of Directors duly and legally given this 18th day of October, 1971.

NOTARY PUBLIC COUNTY OF HARRIS TEXAS

AMERICAN EMPLOYMENT SYSTEMS, INC.

By: Robert M. Signor
Robert M. Signor, President

State of Texas

County of Harris

Before me, a Notary Public, personally appeared Robert M.

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Signor, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the president of American Employment Systems, Inc., and that he as such president being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as president.

Witness my hand and official seal at office this the 18th day of October, 1971.

Judith Ann Scott
Notary Public
in and for Harris County, Texas

My Commission Expires:
June 1, 1973

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