INSTALLMENT DEED

For and in Consideration of the sum of FIFTY THREE THOUSAND NINE HUNDRED AND NO/100---------- Dollars, of which FIVE THOUSAND AND NO/100 ($5,000.00)---------- Dollars, has been paid in cash by Gary M. McKeel and wife, Mary E. McKeel the receipt of which is hereby acknowledged, and for the remainder FORTY EIGHT THOUSAND NINE HUNDRED AND NO/100---------- Dollars, the said Gary M. McKeel and wife, Mary E. McKeel have executed a promissory note of even date herewith payable to the order of Philhall Corporation which note is payable in accordance with the terms and conditions set forth therein.

all of said notes bearing 13% per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, PHILHALL CORPORATION

have this day bargained and sold, and do hereby transfer and convey unto the said Gary M. McKeel and wife, Mary E. McKeel their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain condominium in Davidson County, State of Tennessee, described as follows, to-wit:

Unit No. 42 of Heritage Village, of Priest Lake Park Condominiums, Sec II, a Horizontal Property Regime, as shown on the Plat of record in Book 5200, page 106, and as amended in Book 5459, page 681, Register's Office for Davidson County Tennessee, to which plan reference is here made.

Being the same property conveyed to Philhall Corporation by deed from Randall Phillips Builders, Inc. of record in Book 4651, page 409, Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property, known as 3730 Colonial Heritage Dr., Nashville, Tn. 37217
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gary M. McKeel and wife, Mary E. McKeel 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 heirs and representatives, to warrant and forever defend the title to said real estate to said Gary M. McKeel and wife, Mary E. McKeel, 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 notes, 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, and for the consideration of one dollar, to in hand paid, We, the said Gary M. McKeel and wife, Mary E. McKeel do hereby transfer and convey unto Michael J. Philbin, Trustee 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 Gary M. McKeel and wife, Mary E. McKeel do hereby 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 at least the sum of $ insurable value until the 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 notes, as his interst 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 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 Gary M. McKeel and wife, Mary E. McKeel shall pay the 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 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 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 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. We 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. 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 sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Gary M. McKeel and wife, Mary E. McKeel 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 Michael J. Philbin, Trustee, shall be vested in said successor.

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.

IN WITNESS WHEREOF, we, the said PHILHALL CORPORATION and Gary M. McKeel and wife, Mary E. McKeel hereunto set our hands at Nashville, Tennessee, this the 5th day of May 19 80

PHILHALL CORPORATION

BY: Lunsford M. Hollins Jr.

X Gary M. McKeel

Gary M. McKeel

X Mary E. McKeel by Gary McKeel Attorney-in-fact

Mary E. McKeel

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Gary M. McKeel, to me known to be the person who executed the foregoing instrument on behalf of himself and wife, Mary E. McKeel, and who acknowledged that he executed the same as the free act and deed of the said Gary M. McKeel and wife, Mary E. McKeel. WITNESS my hand and official seal at Nashville, Tennessee, this 5th day of May, 1980.

My commission expires 10/18/81.

Donna M. Grigory
Notary Public

Commission Expires _____, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5599 PAGE 915

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

Witness my hand and seal, at office in Nashville, Tennessee, this 5th day of May, 19 80.

Donna M Dugan Notary Public

Commission expires 10-18-81

(over for additional acknowledgements)

F 88603

IDENTIF. REFERENCE

MAY 8 3 09 PM '80

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOOLEY CO., NASHVILLE

Fil Bk 43

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gary M. McKeel et ux (NAME)	SAME (NAME)	136-3-A
3730 Colonial Heritage Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	42
Nashville, Tn. 37217 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	2D 59622

THIS INSTRUMENT WAS PREPARED BY

Lawyer's Escrow Service, Inc.
1161 Murfreesboro Rd., #248
Nashville, Tenn. 37217

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 53,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF May 19-80.

Notary Public

MY COMMISSION EXPIRES: 10-18-81

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5599 PAGE 916

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			53900.00-	CO
			48900.00-	MO
			140.14	CO TX
			46.90	MO TX
			.50	PRFEE
			12.00	WDECO
			CHECK	193.54-
8007A05/08/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 88603

IDENTIF. REFERENCE

MAY 8 3 09 PM '80

FEE ... REGISTER
DAVIDSON COUNTY, TENN.

No. 756741