Prepared by: George C. Paine, II
CHAMBERS JOHNSON & BECKNER, 12th Floor
First American Center, Nashville, TN 37238

INSTALLMENT DEED

BOOK 5740 PAGE 80

For and in Consideration of the sum of Two Hundred Forty Thousand & 00/100 ($240,000.00) Dollars, of which One Hundred Twenty Thousand & 00/100 ($120,000.00) Dollars, has been paid in cash by Richard L. Prager and wife, Linda Prager, the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty Thousand & 00/100 ($120,000.00) Dollars, the said Richard L. Prager and wife, Linda Prager have executed an Installment Deed Note of even date herewith in the principal sum of One Hundred Twenty Thousand & 00/100 ($120,000.00), bearing interest at the rate of twelve percent (12%) per annum, principal and interest payments as stated therein, with said Installment Deed Note being due and payable on the dates set out in said Installment Deed Note, the terms and conditions of said Installment Deed Note being incorporated herein by reference.

all ~~of said notes bearing six 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, Thomas Fite Paine, Jr. and wife, Grace Benedict Paine, have this day bargained and sold, and do hereby transfer and convey unto the said Richard L. Prager and wife, Linda Prager, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being part of Lot No. 166 and all of Lot No. 168 on the Plan of a part of Royal Oaks Land Company's Subdivision of the Baker Tract, as of record in Book 421, pages 102 and 103, Register's Office for Davidson County, Tennessee.

BEGINNING at an iron pin in the northerly side of Iroquois Avenue thence North 4° 41' East 383.4 feet to a point; thence South 85° 30' East 208.9 feet to a point on the westerly side of Royal Oaks Place; thence South 4° 30' West to a point on the northerly side of Iroquois Avenue; thence North 83° 27' West 210.2 feet to the point of beginning.

BEING part of the same property conveyed to Thomas Fite Paine, Jr. and wife, Grace Benedict Paine, by deed from Vance B. Bryan and husband, O. N. Bryan, of record in Book 3220, page 619, Register's Office for Davidson County, Tennessee.

This is ( ) unimproved (X) improved property, known as 4308 Iroquois Avenue, Nashville, TN 37205
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

05/01 754.50- CHECK

3401

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Richard L. Prager and wife, Linda Prager, 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 heirs and representatives, to warrant and forever defend the title to said real estate to said Richard L. Prager and wife, Linda Prager, 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 us in hand paid, We, the said Richard L. Prager and wife, Linda Prager

do hereby transfer and convey unto George C. Paine, II, 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 Richard L. Prager and wife, Linda Prager,

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 of improvements 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 Richard L. Prager and wife, Linda Prager, 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 Richard L. Prager and wife, Linda Prager their 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 George C. Paine, II, 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 Thomas Fite Paine, Jr. and wife, Grace Benedict Paine, and Richard L. Prager and wife, Linda Prager, hereunto set our hands at Nashville, Tennessee, this the 30 day of April 1981

Thomas Fite Paine, Jr.

Grace Benedict Paine

Richard L. Prager

Linda Prager

STATE OF TENNESSEE
Davidson County

Personally appeared before me, George C. Paine, II, a Notary Public in and for said County and State, the within named Thomas Fite Paine, Jr. and wife, Grace Benedict Paine,

the bargainors, 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 28 day of April, 1981.

George C. Paine, II, Notary Public.

Commission Expires 9-6-81

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Gwendolyn N. Woolwine, a Notary Public in and for said County and State, the within named Richard L. Prager and wife, Linda Prager,

the bargainors, 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 30 day of April, 1981

Gwendolyn N. Woolwine, Notary Public.

Commission Expires July 21, 1984

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5740 PAGE 83

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,
with whom I 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 as .....

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

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
THOMAS FITE PAINE, JR.
and wife, GRACE BENEDICT PAINE

TO
RICHARD L. PRAGER and wife,
LINDA PRAGER

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 39978

IDENTIF. REFERENCE

MAY 1 11 28 AM '81

FELIX R. DAUGHTREY REGISTER
DAVIDSON COUNTY, TENN.

FILED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard L. Prager and wife, Linda Prager	Same	Map 130 3
4308 Iroquois Avenue (STREET ADDRESS OR ROUTE NUMBER)	(NAME) (STREET ADDRESS)	Parcel 56
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	BM-08015

THIS INSTRUMENT WAS PREPARED BY
George C. Paine, II
CHAMBERS JOHNSON & BECKNER
12th Floor, First American Center
Nashville, TN 37238

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 240,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF May, 19 81

Notary Public

MY COMMISSION EXPIRES: 1/20/85

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5740 PAGE 84

FOR _____

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
			24000.00-	CO
			12000.00-	MO
			624.00	CO TX
			118.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	754.50-
3401A05/01/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 3 9 9 7 8

IDENTIF. REFERENCE

MAY 1 11 28 AM '81

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 819780