INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Five Thousand and No/100 ($105,000.00) ---------- Dollars, of which Twenty-five Thousand ($25,000.00) ---------- Dollars, has been paid in cash by Frank M. Eggers, II and wife, Sandra J. Eggers the receipt of which is hereby acknowledged, and for the remainder Eighty Thousand ($80,000.00) and No/100 ---------- Dollars, the said Frank M. Eggers, II and wife, Sandra J. Eggers have

executed an installment note of even date herewith, payable to James Nelson Thomasson, Jr., Nancy Thomasson Laib, and Raymond Young Thomasson, in the principal sum of $80,000.00 with interest at the rate of 12% per annum,

all of said notes bearing ~~six~~ twelve (12%) 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, James Nelson Thomasson, Jr., Nancy Thomasson Laib and Raymond Young Thomasson have this day bargained and sold, and do hereby transfer and convey unto the said Frank M. Eggers, II and wife, Sandra J. Eggers, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 101 on the Plan of West Meade Estates, Section 1, as of record in Book 2663, Page 110, Register's Office for said County.

SAID Lot No. 101 fronts 140 feet on the northeasterly side of Currywood Road and runs back between lines 214.8 feet on the northwesterly line and 382.8 feet on the southeasterly line to a dead line in the rear on which it measures 206.3 feet.

BEING the same property conveyed to James Nelson Thomasson, Sr. and wife, Mildred R. Thomasson by deed from John J. Popular and wife, Patricia L. Popular of record in Book 4821, Page 48, Register's Office for Davidson County, Tennessee.

The said Mildred R. Thomasson having since died and her interest in said property having passed to James Nelson Thomasson, Sr. as a joint tenant, her will having been probated and being of record in Will Book 132, Page 680, Probate Court Clerk's Office for Davidson County, Tennessee. The said James Nelson Thomasson, Sr. also having since died and said property having passed to James N. Thomasson, Jr., Nancy Thomasson Laib and Raymond Young Thomasson by his will which has been probated and is of record in Will Book 134, Page 1, Probate Court Clerk's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 6526 Currywood Drive, Nashville, TN 37205 (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 Frank M. Eggers, II and wife, Sandra J. Eggers, 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 Frank M. Eggers, II and wife, Sandra J. Eggers, 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 Frank M. Eggers, II and wife, Sandra J. Eggers do hereby transfer and convey unto Thomas W. Schlater, 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 Frank M. Eggers, II and wife, Sandra J. Eggers 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 amount 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 Frank M. Eggers, II and wife, Sandra J. Eggers 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 Frank M. Eggers, II and wife, Sandra J. Eggers, 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 Thomas W. Schlater, 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 James Nelson Thomasson, Jr., Nancy Thomasson Laib and Raymond Young Thomasson, Frank M. Eggers, II and Sandra J. Eggers hereunto set our hands at Nashville, Tennessee, this the 8th day of September, 1981.

Frank M. Eggers, II

Sandra J. Eggers

James Nelson Thomasson, Jr. by Margaret F. Bryan

Nancy Thomasson Laib

Raymond Young Thomasson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Nancy Thomasson Laib and Raymond Young Thomasson

the 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 8th day of September, 1981.

Commission Expires July 18, 1982

Notary Public.

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Margaret F. Bryan to me known to be the person who executed the foregoing instrument in behalf of James Nelson Thomasson, Jr., and acknowledged that she executed the same as the free act and deed of the said James Nelson Thomasson, Jr.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of September, 1981.

Commission Expires July 18, 1982

Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5792 PAGE 771

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Frank M. Eggers, II and wife, Sandra J. Eggers, the bargainors, with whom I personally acquainted, and who, ~~upon oath~~ acknowledged ~~self to be~~ that they am

~~the within named bargainor, a corporation, and that he as such~~ 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 Nashville, Tennessee this 8th day of September, 19 81

Notary Public.

Commission expires July 18, 1982

(over for additional acknowledgements)

G59145

IDENTIFICATION REFERENCE

SEP 9 3 05 PM '81

FELIX Z. ROLLINTT REGISTER DAVIDSON COUNTY, TENN.

RUSH

INSTALLMENT DEED

FROM

JAMES NELSON THOMASSON, JR.,
NANCY THOMASSON LAIB and
RAYMOND YOUNG TO THOMASSON

FRANK M. EGGERS, II and
wife, SANDRA J. EGGERS

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

FORMS CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank M. Eggers, II, M.D., et ux (NAME)	Same (NAME)	115-10
6526 Currywood Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	72
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Thomas W. Schlater
Attorney-at-Law
24th Floor, L & C Tower
Nashville, TN 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 105,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF September, 19 81

Notary Public

MY COMMISSION EXPIRES July 18, 1982

7108 09/09 363.50- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5792 PAGE 772

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
			105000.00- CO	
			60000.00- MO	
			273.00 CO TX	
			70.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 363.50-	
7108A09/09/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

659145

IDENTIF. REFERENCE

SEP 9 3 05 PM '81

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

No. 842640